OIL INDIA LIMITED **(A Govt. of India Enterprise)** **P.O. DULIAJAN, DIST** **DIBRUGARH** **ASSAM, INDIA, PIN-786602**	**CONTRACTS DEPARTMENT** **TEL: 0374-2800548** **E-mail: *contracts@oilindia.in*** **Website: www.oil-india.com** **FAX: 0374-2803549**

FORWARDING LETTER

Sub: IFB No. CDI7774P25 – Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.

Dear Sir(s),

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

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

(i)	IFB No./E-Tender No.	:	**CDI7774P25**
(ii)	Type of Bid	:	**Open Indigenous E-Tender, Single-Stage Two Bid System**
(iii)	Bid Closing Date & Time	:	As mentioned in the E-procurement portal.
(iv)	Technical Bid Opening Date & Time	:	As mentioned in the E-procurement portal.
(v)	Price Bid Opening Date & Time	:	Will be intimated to the eligible/qualified bidders nearer the time.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.

(vii)	Bid Opening Place	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	120 days from date of Bid Closing. Note: In exceptional circumstances, OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	**30 (Thirty) days** from the date of issue of LOA. For detailed mobilization, kindly refer **Clause No. 34.0** of the Special Conditions of Contract (SCC).
(x)	Bid Security/EMD Amount	:	**₹ 9,23,000.00** (Rupees Nine Lakh Twenty-Three Thousand) only. **Refer Clause No. 9.0 of Instruction to Bidder (ITB)**
(xi)	Bid Security/EMD Validity	:	As mentioned in the E-procurement portal. (Minimum 165 days from original bid closing date).
(xii)	Original Bid Security to be submitted	:	Office of CGM-Contracts (HoD) Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xiii)	Amount of Performance Security	:	**10%** of Contract value. **Refer Clause No. 24.0** of Instruction to Bidder (ITB)
(xiv)	Defect Liability Period		**12 (Twelve) months** from the date of handover as accepted and certified by OIL.
(xv)	Validity of Performance Security	:	**03 (three) months** beyond the defect liability period.
(xvi)	Location of job		Duliajan, Assam
(xvii)	Duration of the Contract	:	The duration of the contract shall be for a period of **64 (Sixty-Four) weeks** from the date of issuance of LOA (inclusive of mobilization period).

(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	**Refer Clause No. 30** of General Conditions of Contract (GCC) and **Clause No. 39.0 & 40.0** of Special Condition of Contract (SCC).
(xix)	Bids to be addressed to	:	CGM-Contracts (HoD), Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xx)	Pre-Bid conference	:	Not Applicable
(xxi)	Last Date of receipt of Queries	:	Not Applicable
(xxii)	Whether tendered quantities are splitable	:	No
(xxiii)	**Deadline for Bid Query**	:	Any clarification/Queries relevant to the tender, if any, must be submitted by the bidders **within 14.11.2024**. Company will not be liable to respond to any such clarifications/queries for delay beyond **14.11.2024.**
(xxiv)	**Extension of Bid Closing Date**	:	The Company expects the bidders to adhere to the Bid submission end date timeline. Bidders are requested to refrain from seeking extension of "Bid Closing date" and such request for Bid Closing Date extension shall not be entertained by the Company. However, OIL at its discretion may extend the Bid Closing Date due to unforeseen circumstances.
(xxv)	**Submission of Check list**	:	**Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC** and other relevant technical criteria along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.

3.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT

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

aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

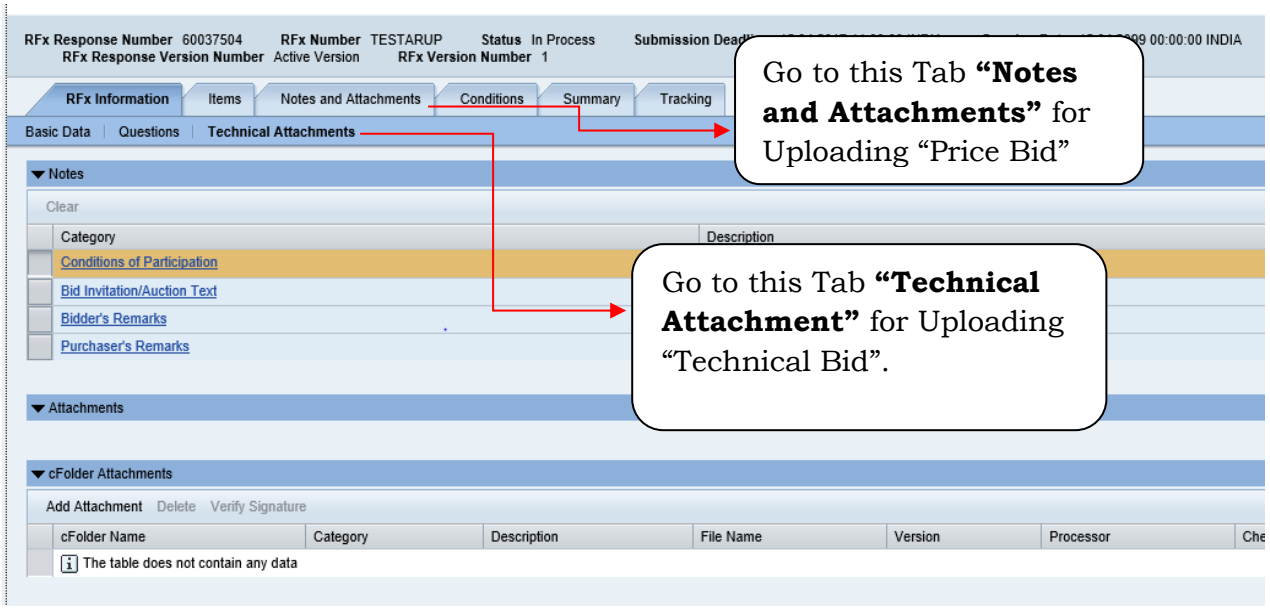
8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs,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

8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone / Electricity / Mobile Bill, PAN card, latest Income Tax Return form

indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and GSTIN number.

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

9.0 SCREEN SHOTS



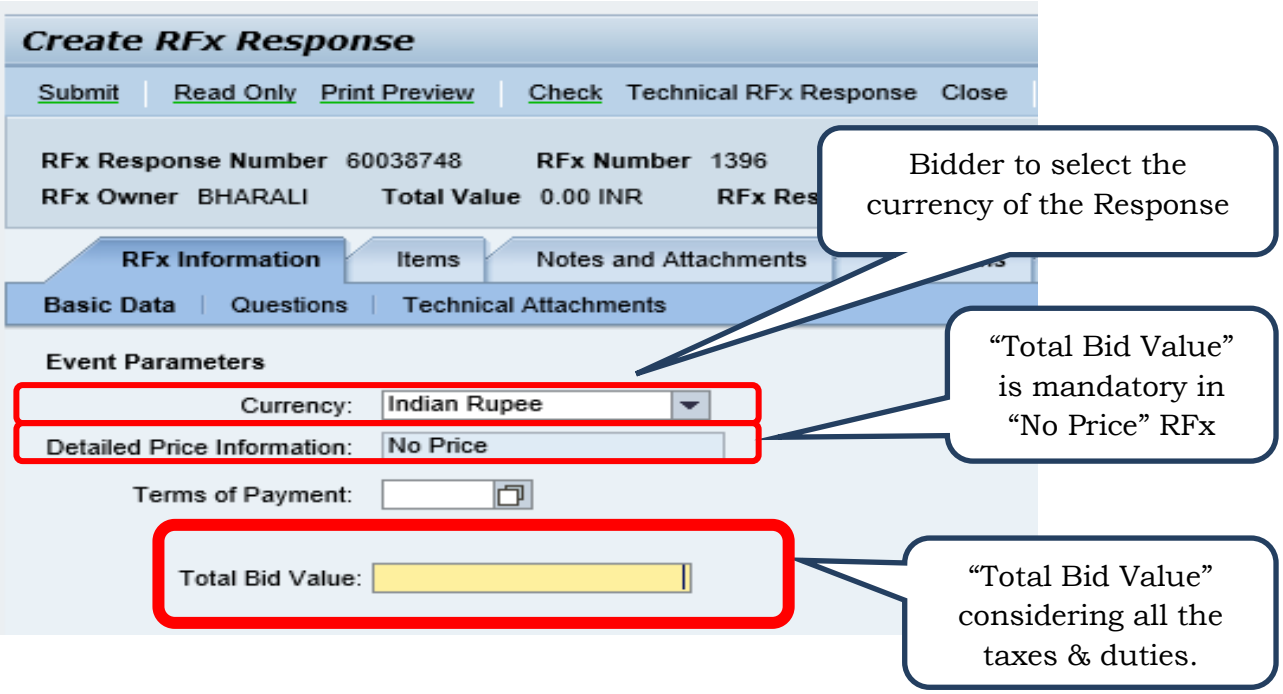
On "**EDIT**" Mode, bidders are advised to upload "**Technical Bid**" and "**Priced Bid**" in the respective places as indicated above:

Note:

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

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

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



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

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

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

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

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

14.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT: The information and documents furnish by the bidder/contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/ fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be dealt as per the Banning

Policy (available in OIL's website) of Company. The bidder has to submit an undertaking in this regard as per attached **PROFORMA-IX.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explanation:

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

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

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

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

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

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

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

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

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

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

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

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(RITESH KUMAR)
Sr. OFFICER-CONTRACTS (C)
For **GM-CONTRACTS (O & C)**
For **CGM-CONTRACTS (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

Date: 04.11.2024

INSTRUCTIONS TO BIDDERS

1.0 ELIGIBILITY OF THE BIDDER:

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

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

2.0 BID DOCUMENTS:

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

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

2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or

submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

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

4.0 AMENDMENT OF BID DOCUMENTS:

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

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

5.0 PREPARATION OF BIDS:

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

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

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

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

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

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

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

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

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

7.0 BID PRICE:

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

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

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

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

9.0 BID SECURITY

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

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

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

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

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

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

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

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

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

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

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

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes Bank

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

d. In case of Bidders submitting Bid Security in the form of Bank Guarantee / Bank Draft / Cashier's Cheque / Banker's Cheque / Fixed Deposit Receipt / Letter of Credit, the original hard copy of Bid Security should reach the office of CGM-CONTRACTS on or before **12.45 p.m. (IST)** on the bid closing / opening date otherwise bid will be rejected.

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

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

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

Note:

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

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

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

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

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

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

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

9.8 The Bid Security may be forfeited:

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

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

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

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

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

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

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

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

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

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

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

Note:

i. Bids without EMD shall be rejected, if the technical offer does not include a valid copy of relevant Document/Certificate towards exemption of EMD, issued by appropriate authority.

ii. The Purchase Preference Policy for MSE bidders shall not be applicable in this tender.

11.0 PERIOD OF VALIDITY OF BIDS

11.1 Bids shall remain valid as per the requirement mentioned in forwarding letter from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for **120 days** from Bid Closing Date.

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

12.0 SIGNING & SUBMISSION OF BIDS:

12.1 Signing of bids:

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

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

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

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

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

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

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

12.2 Submission of bids:

The tender is processed under **Single Stage Two-Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids

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

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

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

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

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

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

13.0 DEADLINE FOR SUBMISSION OF BIDS:

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

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

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

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

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

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

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

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

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

17.0 BID OPENING AND EVALUATION:

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

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

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

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

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

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

17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a

substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

18.0 OPENING OF PRICED BIDS:

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

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

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

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

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

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

19.1 Discounts / rebates:

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

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

20.0 CONTACTING THE COMPANY:

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

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

21.0 AWARD OF CONTRACT:

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

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

23.0 NOTIFICATION OF AWARD:

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

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

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

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

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

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

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

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

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

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

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

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

Sl. No.	**Bank Name**	**Sl. No.**	**Bank Name**
1	AU Small Finance Bank	12	IDFC First Bank
2	Axis Bank	13	Indian Bank
3	Bank of Baroda	14	Indian Overseas Bank
4	Bank of India	15	IndusInd Bank
5	Canara Bank	16	Karur Vysya Bank
6	City Union Bank	17	Kotak Mahindra Bank
7	Federal Bank	18	Punjab National Bank
8	HDFC Bank	19	RBL Bank
9	HSBC Bank	20	State Bank of India
10	ICICI Bank	21	South Indian Bank
11	IDBI Bank	22	Yes Bank

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

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

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

FD No.	Issue Date	Maturity Date	FD Amount	Beneficiary/ Contractor Name	Whether above FD is pledged in favour of 'Oil India Limited' (Yes/No)	FD amount pledged (in ₹) as per bank's books of accounts	Mode of FD Renewal (Auto Renewal/Auto closure)	Remarks (if any) of the issuing Bank

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

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

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

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

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

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

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

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

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

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

25.0 SIGNING OF CONTRACT:

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

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

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

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

27.0 MOBILIZATION AND ADVANCE PAYMENT:

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

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

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

28.0 GOODS AND SERVICES TAX:

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

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

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

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

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

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

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

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

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

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

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

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

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

28.9 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

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

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

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

29.0 INTEGRITY PACT:

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

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

29.3 In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of Independent External

Monitors (IEMs) in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.

29.4 OIL has appointed Ram Phal Pawar, IPS (Retd.), Former Director, NCRB, MHA, Dr. Tejendra Mohan Bhasin, Former Vigilance Commissioner, CVC and Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India as Independent External Monitors (IEM) for a period of 03 (Three) years to oversee implementation of Integrity Pact in OIL. Bidders may contact the Independent External Monitors for any matter relating to the Integrity Pact at the following addresses:

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

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

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

30.0 LOCAL CONDITIONS:

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

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

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

****

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

BID EVALUATION CRITERIA (BEC):

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

1.0 ELIGIBILITY CRITERIA:

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

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

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

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

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

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

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

2.0 TECHNICAL EVALUATION CRITERIA:

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

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

One similar work of value= **₹ 3,69,23,000.00**
Or
Two similar works of value= **₹ 2,30,77,000.00** each
Or
Three similar works of value= **₹ 1,84,62,000.00** each

Notes to BEC-BRC Clause No. 2.1

i) **'SIMILAR WORK'** mentioned above means experience in **"Construction of Pre-Engineered Building (PEB) with EOT Crane Facility".**

Note: Successful completion of aforesaid work where in the scope of contract involves detail engineering, design, procurement of all materials, project management, construction management including fabrication, transportation, erection of Pre-Engineered Building (PEB) with EOT Crane facility and related civil and internal electrification work.

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

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

AND

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

The submitted document(s) must contain the following:

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

iii) In case the bidder does not have the requisite experience of providing EOT Crane facility, they may associate with OEM (Original Equipment Manufacturer) of EOT crane /Authorized dealer or authorized service center of OEM of EOT crane /any other vendor having past experience of supply and installation of EOT Crane with all ancillary works to carry out the EOT Crane part of the scope of the tender.

A. In such case the bidders must submit the following documents:

(i) In case of OEM, they must submit self-certified document to this effect.

(ii) In case of authorized dealer or authorised service center of OEM of EOT crane, they must submit certificate from its OEM, stating that they are their authorised dealer/Authorised service center. Please refer **PROFORMA-XXII** for the format of OEM certification.

(iii) In case of other experienced vendor, they must submit the following documents issued by any Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company in India:

(a) Contract document/ LOA/WO showing details of work,

AND

(b) Job Completion certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work over the last 7 (seven) years reckoned from the Original Bid Closing date.

The submitted document(s) must contain the following:

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

Note: The participating bidder, who does not have requisite experience towards providing EOT crane facility, such bidder must furnish a copy of MOU entered with the OEM/Authorized dealer or authorized service center of OEM/other experienced vendors (as applicable) towards providing the requisite service under cover of a letter, format of which is given in **PROFORMA- XXIII.**

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

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

(i) 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.

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

Note to Technical Criteria:

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

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

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

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

2.2 The bidder shall submit, along with their bid, an undertaking as per **PROFORMA-XXIV** that they will submit a valid Electrical Contractor's License issued by any State Government **or** Union Territory Electrical Licensing board of India within 30 days from date of award of the contract, i.e., within mobilization period.

Or

In case the bidder does not have the requisite Electrical Contractor's License, they may collaborate/ Associate with any vendor having Electrical Contractor's License issued by any State Government **or** Union Territory Electrical Licensing board of India. In such case the bidder shall submit, along with their bid, an undertaking (**as per PROFORMA-XXIV**) declaring that they will submit a copy of MOU entered with the Collaborator/Associator in this regard along with a valid Electrical Contractor's License of their Collaborator/ Associator issued by any State Government **or** Union Territory Electrical Licensing board of India within 30 days from date of award of the contract, i.e., within the mobilization period.

2.3 All certificates/permits/licenses should be renewed as & when necessary to keep those valid throughout the contractual duration.

3.0 FINANCIAL EVALUATION CRITERIA:

3.1 Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 1,87,50,000.00** (Rupees One Crore Eighty-Seven Lakh Fifty Thousand) only.

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

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

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

Notes to BEC Clause No. 3.0

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

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

   Or

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

   ***Note:**

   - Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice.
   - In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State

Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidence for the same.

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

3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para **1** and **2** above.

4.0 COMMERCIAL EVALUATION CRITERIA:

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

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

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

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

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

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

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

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

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

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

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

4.10 Bid Security in Original must be furnished (except those exempted) as a part of the Technical Bid and shall reach the office of CGM-Contracts, OIL at Duliajan on or before 12.45 Hrs. (IST) on the bid closing date. A scanned copy of bid security document shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **₹ 9,23,000.00.** Any bid not accompanied by a proper & valid Bid Security will be rejected straightway.

Note:

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

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

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

digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

5.0 PRICE EVALUATION CRITERIA:

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

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

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

5.4 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected.

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

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

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

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

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

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

5.11 OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

6.0 GENERAL:

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

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

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

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

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

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

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

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

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

6.10 Bidders shall submit a declaration as per **PROFORMA-XVI** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or

bankruptcy proceeding under any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.

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

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

7.0 PURCHASE PREFERENCE CLAUSE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Explanation:

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

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

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

9.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or

more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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

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

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

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

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

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

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

****

PART-I

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 APPLICABILITY, DEFINITION & INTERPRETATION:

1.1 Applicability

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

1.2 Definition & Interpretation

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

1.2.1 COMPANY / OIL / Operator:

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

1.2.2 CONTRACTOR:

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

1.2.3 Contract:

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

1.2.4 Site:

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

1.2.5 COMPANY's Site Representative / Engineer:

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

1.2.6 Sub-Contract:

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

1.2.7 Sub-Contractor:

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

1.2.8 Contractor's Representative:

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

1.2.9 Contract Price / Value*:*

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

1.2.10 Firm price:

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

1.2.11 Service / Works / Operations:

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

1.2.12 Equipment / Materials / Goods :

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

1.2.13 Drawings:

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

1.2.14 Specifications:

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

1.2.15 Engineer In-charge (EIC):

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

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

1.2.16 Inspectors:

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

1.2.17 Tests:

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

1.2.18 Approval:

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

1.2.19 Day:

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

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

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

1.2.23 Bid / offer:

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

1.2.24 Guarantee:

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

1.2.25 Mobilization:

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

1.2.26 De-mobilization:

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

1.2.27 Willful Misconduct:

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

1.2.28 Gross Negligence:

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

1.2.29 Criminal Negligence:

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

1.2.30 GST Legislations:

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

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

2.0 CONTRACT DOCUMENT:

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

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

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

3.0 **WAIVERS AND AMENDMENTS**:

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

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

4.0 **CONTRACT TIMELINE**:

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

4.2 **Date of Commencement of Operation:**

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

4.3 **Duration of the contract:**

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

5.0 **SCOPE OF WORK / CONTRACT**:

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

6.0 **GENERAL OBLIGATION OF CONTRACTOR**:

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

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

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

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

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

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

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

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

7.0 GENERAL OBLIGATION OF COMPANY:

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

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

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

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

8.0 DUTIES AND POWER / AUTHORITY:

8.1 OIL's site representative / engineer:

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

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

ii. Proper and optimum utilization of equipment and services.

iii. Monitoring of performance and progress

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

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

acceptance by the inspector.

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

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

8.2 CONTRACTOR's representative:

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

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

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

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

9.0 PERSONNEL TO BE DEPLOYED BY CONTRACTOR:

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

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

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

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

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

10.0 PERFORMANCE SECURITY:

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

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

OR

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

OR

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

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

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

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

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

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

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

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

10.7 The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and / or non-

performance / un-satisfactory performance of the Contractor. Company shall not be required to proof any loss or damage on account of Contractor's non-performance / un-satisfactory performance.

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

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

Subject to credit in OIL's account within prescribed time

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

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

11.0 SIGNING OF CONTRACT:

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

12.0 CLAIMS, TAXES & DUTIES:

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

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

12.3 Taxes:

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

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

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

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

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

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

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

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

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

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

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

Rules) of the Service Provider (CONTRACTOR)

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

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

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

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

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

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

12.4 Goods and Services Tax:

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5 Anti-profiteering clause

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

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

13.0 CUSTOMS DUTY, IF APPLICABLE:

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

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

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

14.0 INSURANCE:

14.1 The Contractor shall at its own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

a) The Contractor shall, at his own expense, arrange appropriate comprehensive insurance (All-risks insurance cover with suitable limit as per International Standard) to cover all risks assumed by the Contractor under this Contract in respect of its equipment, tools including but not limited to well equipment & tools, Page 17 of 39 any other belongings and personnel during the entire period of this Contract including extensions thereof.

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

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

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

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

14.2 Deductible:

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

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

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

14.5 Waiver of subrogation:

All insurance policies of the Contractor and its Sub-Contractor with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.6 Loss Payee Clause:

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

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

14.7 Additional Assured:

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

14.8 Certificate of Insurance:

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

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

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

14.9 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @ 1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

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

14.11 On account payment to OIL in case of claim

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

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

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

ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.

iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.

iv) **Carrier's Legal Liability Insurance:** Carrier's Legal Liability Insurance in respect of **all CONTRACTOR's items** to be transported by the CONTRACTOR to the site of work, for physical loss or destruction of or damage to goods or merchandise, while in transit.

v) **Public Liability Act Policy:** Public Liability Act Policy, if applicable, covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under. In case there is no usage of hazardous substance, the Contractor should provide an undertaking during mobilization as per format enclosed regarding non-inclusion of hazardous substances within the ambit of the contract.

vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/ its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.

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

vii) Any other insurance policy set forth in the SCC

15.0 LIABILITY:

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

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

15.3 The CONTRACTOR hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against COMPANY and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORs and sub- CONTRACTORs for loss or damage to the equipment of the

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

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

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

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

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

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

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of Wilful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss

of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

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

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

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

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

18.0 CONSEQUENTIAL DAMAGE:

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

19.0 RISK PURCHASE:

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

20.0 INDEMNITY AGREEMENT:

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

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

21.0 INDEMNITY APPLICATION:

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

22.0 ROYALTY PATENTS:

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

23.0 WARRANTY AND REMEDY OF DEFECTS:

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

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit / equipment / tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the

defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING / ASSIGNMENT:

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

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

25.0 RECORDS, REPORTS AND INSPECTION:

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

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

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

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

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

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

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

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

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

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

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

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

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

a) Audited account up to completion of the Contract.

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

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

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

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

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice

27.12 CONTRACTOR shall maintain complete and correct records of all information on

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

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

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

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

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

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

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

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

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

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

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

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

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

4) Within one month on completion / expiry of the contract, CONTRACTOR shall pay all the dues / terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee / Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the

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

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower / equipment and / or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.

b) If the contractor is unable to mobilize / deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss / damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.

d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties / taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

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

33.2 Defective work not remedied by CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

34.0 APPLICABLE LAWS:

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

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

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

Contract:

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

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

35.0 LABOUR LAWS:

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

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

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

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

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

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

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

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

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

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

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

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

36.0 STATUTORY REQUIREMENTS:

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

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

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

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

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

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

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

38.0 POLLUTION AND CONTAMINATION:

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

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

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

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

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

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

39.0 STATUTORY VARIATION / NEWLY ENACTED LAW:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40.0 SEVERABILITY:

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

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

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

42.0 SETTLEMENT OF DISPUTES:

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

42.2 Resolution of Dispute through SAC:

a) OIL has framed the Conciliation Rules 2020 in conformity with Part III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation.

b) If the parties fail to resolve such a dispute or difference by mutual consultation as per clause no. 42.1, the dispute, if the parties agree, may be referred to conciliation in accordance with OIL Conciliation Rules 2020 as amended from time to time. A copy of the said Rules has been made available on OIL's Website i.e. www.oil-india.com

c) Where the invitation for conciliation has been accepted by the other party, the parties shall attempt to settle such dispute(s) amicably under OIL conciliation Rules 2020.

d) Parties shall invoke arbitration clauses only after exhausting the option of conciliation as an Alternative Dispute Resolution Mechanism. For the purpose of this clause, the option of conciliation shall be deemed to have been exhausted, even in case of rejection of conciliation by any of the parties.

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

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

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

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

3) The number of arbitrators and the appointing authority will be as under: Claim amount (excluding claim for interest and counter claim, if any

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

4) The Parties agree that dispute involving claims below Rs. 25 lakhs and above Rs. 5 crores shall not be subject matter of Arbitration but subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

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

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

7) Parties agree and undertake that neither shall be entitled for any pre- reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void. Parties agree that a claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter.

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

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

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

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

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

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

10) Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel and stay of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties. In the case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

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

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

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

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

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

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

42.5 Arbitration (Applicable to Micro, Small and Medium Enterprise)

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

42.6 Exclusions

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

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

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

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

43.0 COMPLETION OF CONTRACT:

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

44.0 TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

45.0 TO DETERMINE THE CONTRACT:

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

46.0 WITHOUT DETERMINING THE CONTRACT:

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

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil- india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

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

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

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

****

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

DESCRIPTION OF WORK/SERVICE: Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.

Item No.	Description of Services	UOM	Estimated Quantity
10	Total cost for the entire work as mentioned in the scope of work of the tender document which inter-alia involves detail engineering, design, procurement of all materials, project-management, construction management including fabrication, transportation, erection of pre-engineered building (PEB) with EOT crane facility (including procurement, installation & commissioning of EOT crane etc.) and related to civil and internal electrification work.	LUMP SUMP	1

Notes:

1. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.
2. Tenure of Agreement: The duration of the contract shall be for a period of **64 (Sixty-Four) weeks** considered from the date of issuance of LOA (inclusive of mobilisation period).
3. Mobilisation Period: **Thirty (30) days** from the date of issue of LOA.

   For detailed mobilization kindly refer to **Clause No. 34.0 'MOBILIZATION'** of Special Conditions of Contract (SCC).
4. The payment shall be made as per **Clause No. 38.0** "**REMUNERATION & TERMS OF PAYMENT"** mentioned in the Special Conditions of Contract (SCC).

PART-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 INTRODUCTION

This work contract is for **"Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan."**

2.0 DEFINITIONS

Definitions and conditions governing the services in this contract, unless the context otherwise requires.

2.1 **Agreement** means this service agreement.

2.2 **Company's Engineer /Engineer-in-Charge (EIC)** shall mean the person, or the persons appointed by the Company from time to time to act on its behalf at the site for overall coordination, supervision and project management at site.

2.3 "**Inspection**" means initial/periodic inspection carried out by the Company's Engineer to ascertain that the job is being executed as per the contract terms & condition.

2.4 "**Licence and Permits**" means any requirement of statutory Licence & permit (if applicable) shall be completed by the Contractor to the satisfaction of the Company and the same shall be available to produce before the Company or statutory officials as and when asked for it.

2.5 "**Statutory Acts**" means all the State and Central Government statutes and regulations applicable as may be in force from time to time and shall particularly include but not be limited to the following:

a) The Contract Labour (Regulations & Abolition) Act, 1970, and the rules framed there under.
b) The Minimum Wages Act, 1948,
c) The Employees Provident Fund & Miscellaneous Act, 1952,
d) The Workmen Compensation Act, 1923 &
e) Industrial Disputes Act, 1947
f) Industrial Employment (Standing Order Act, 1946)
g) Inter-State Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979
h) Payment of Wages Act, 1936
i) GST Act
j) CEA regulations, 2010 and related electrical standards
k) National Building Code-2016

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

Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

The Contractor shall be solely responsible for compliance with all statutory acts at all times during the tenure of the service Agreement.

3.0 GENERAL

3.1 Special Conditions of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.

3.2 Notwithstanding the subdivision of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

3.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of the Contract shall be deemed to have included cost of such performance and provisions, so mentioned.

The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein, and Codes referred to. Where the job specification stipulates requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

3.5 In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

(i) Contract Agreement
(ii) Detailed Letter of Acceptance along with Statement of Agreed Variations.
(iii) Letter of Award.
(iv) Schedule of Rates as enclosures to Detailed Letter of Acceptance.
(v) Job/Particular Specifications.
(vi) Drawings
(vii) Technical/Material Specifications.
(viii) Special Conditions of Contract.
(ix) Instruction to Bidders
(x) General Conditions of Contract
(xi) Indian Standards
(xii) Other applicable Standards

It will be the Contractor's responsibility to bring to the notice of the Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.

In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplied / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.

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

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

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

4.0 WORK ORDER:

4.1 Soon after the LOA is issued to the Contractor by the Company, the contractor will apply for labour clearance to the concern authority and on receipt of the same the Company shall issue Work Order, specifying the actual date of commencement of the works and the date of its completion based on the contract provisions.

4.2 The contractor shall obtain and submit Labour clearance advice (LCA)/ Labour clearance Certificate (LCC) to the Company before issuance of Work Order. However, if submission of LCA/LCC is delayed under some exceptional circumstance, for any reasons not attributable to the contractor, the same should be recorded by the contractor with documentary proof.

4.3 During the execution of the works, the Contractor must maintain a uniform rate of progress to complete the works within the stipulated scheduled time. Hindrance register (format to be collected from Projects Section-Civil Engineering Department.) affecting the progress of the job shall also be maintained by the contractor at the site of construction.

5.0 PROGRAMME OF WORK:

5.1 Immediately after receipt of the LOA, the Contractor shall submit a plan of the entire job to the Engineer-in-Charge for approval. The Contractor shall be bound by the submitted program, not only wholly but also phase-wise after getting approved by the Engineer-in-Charge.

5.2 While the works are in progress, the Contractor can submit a revised program of works for further approval from the Engineer-in-Charge, if and when an unforeseen condition or a combination of such conditions so demand provided, the Engineer-in-Charge is fully satisfied about the changed circumstances necessitate for revised program. Such an approved Revised Program shall then replace the earlier program.

5.3 The Engineer-in-Charge shall have the authority to call the Contractor at any time while the works are in progress for a further detailed program of works in respect of any particular phase of works, if in the opinion of the Engineer-in-Charge such a phase is considered too complex and requiring further break-up into sub-phases. In such an event, the Contractor shall, if so required by the Engineer-in-Charge, furnish such information also to the Engineer-in-Charge as to enable him to assess and approve the sub-phase program of the phase and approve the sub-phase program of the phase or phase previously considered the Contractor shall be bound by such sub-phase of the program as part of the overall program.

6.0 COMMMENCEMENT OF WORK:

The Contractor shall commence the works within the required number of days, the Contractor shall proceed with the work in an efficient manner following the detailed program which is previously approved by the Engineer-in-Charge, as described in the contract.

7.0 SEQUENCE OF WORKS:

The work shall commence at the point or points approved by the Company and shall proceed in an orderly workmanlike manner to complete as specified by the Company unless the Company may at any time during the progress of the works require that works shall be done upon and part as specified by the Company's representatives.

8.0 SETTING OUT OF WORKS:

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions, or alignment of any part of the works, the contractor will have to modify the same at his own expense and rectify such error to the satisfaction of the Engineer-in-Charge.

9.0 EXECUTION OF WORKS:

9.1 Before submitting bid documents & in case of any doubt, the Contractor should clarify the specifications of different items of the contract from the department concerned. Afterwards, decision of the Company's engineer regarding clarification of any item of the contract will be final and no compromise will be made in any respect.

9.2 The Contractor shall execute and complete the works in strict accordance with the specifications hereto and shall be entirely responsible for the execution of the works in all respect in accordance with the terms and conditions specified herein notwithstanding any approval which the Engineer-in-Charge or any other representative of the Company may have given in respect of the method, materials or workmanship of any part or the whole of the works or of any tests carried out either

by the Contractor or by the Company. Subject to the foregoing the Contractor shall be at liberty at his own risk, to employ his own method subject to the approval of the Engineer-in-Charge, for the execution of the works. If in the opinion of the Company or the Company's Engineer duly authorized for the purpose hereof, the works or any item thereof is found to be not in accordance with the specifications and exhibits, the Contractor shall remove the defect and re-execute the works or the item in accordance therewith at his own expense, whether such defect be discovered during the normal course of inspection hereafter or subsequently. Any delay caused in remedying any defective performance shall not absolve the Contractor from adhering to the time schedule as provided in the contract hereof, and no extension in time shall be granted for such delay in any circumstances whatsoever.

9.3 Company official will initially brief the work persons engaged for the job about the rules and regulations to be followed. Company's Safe Operating Procedure shall be referred by the contractor which shall be applicable during execution of all works.

10.0 WORKS TO THE SATISFACTION OF THE COMPANY:

The Contractor shall execute the works entirely in strict accordance with the accepted practices, laid out standards and in accordance with the specifications as spelt out in these presents, to the complete satisfaction of the Engineer-in-Charge and shall comply with and adhere strictly to the Engineer-in-Charge's instructions and directions on any matter relating to this contract.

11.0 ACCEPTANCE OF WORKS:

The Contractor shall be responsible for the care and maintenance of the works until the works are accepted in writing by the Company; such acceptance is to be made without unreasonable delay after the Company is satisfied, that the works have been completed in accordance with the specifications. The Contractor shall give the Company prompt notice of completion. Failure or neglect on the part of the Engineer-in-Charge to condemn or reject inferior work or materials shall not imply acceptance of such works or materials. It may further be noted that the giving of written acceptance of the works shall not be deemed a waiver by the Company of any claim in respect of latent or hidden defect in the materials or workmanship and the Contractor agrees to repair, replace forthwith at his own expense any part of the works found within one year from such acceptance to be subject to such defects, unless such defects are in materials originally supplied by the Company provided that the Contractor's treatment/ handling of such materials did not cause or contribute to the defect.

12.0 MEASUREMENT OF WORKS AND PAYMENT TERMS:

12.1 Measurement of works:

(i) The quantities detailed in this contract represent only the estimated quantities of works and they are not to be taken as the exact quantity of the works to be executed by the Contractor in fulfilment of his obligations under this contract. The quantities of works to be considered for purpose of payment shall be those executed either in accordance with detailed drawings or with the written instruction of the Engineer-in-Charge. In case of positive variation in quantities of any items from the quantity

mentioned in the contract SOQ, the contractor will have to carry out the positive varied quantity at the existing contract/quoted rate.

(ii) In respect of completed works accepted by the Engineer-in-Charge either in part or in full at his discretion, the Engineer-in-Charge shall in consultation with the Contractor call upon the Contractor by a notice, written or verbal to be present at work site on specific date and at specific hour for the purpose of making measurements and recording the same. The Contractor or its authorized representative shall be present at the site and shall furnish to the Engineer-in-Charge all particulars required for a proper measurement. Should the Contractor not attend or neglect or omit to send such authorized representative, then the measurement made by the Engineer-in-Charge or approved by him will be the conclusive measurement of the works and the Contractor shall accept such measurement.

(iii) In respect of works in progress, the measurement of works shall be on the basis of either a percentage of actual progress made in relation to the contract quantity of the works as assessed by the Engineer-in-Charge wherein applicable or by measurements of detailed items as described in sub-clause 12 (ii) above as deemed necessary and at the discretion of the Engineer-in-Charge wherever applicable.

(iv) All measurements shall be duly recorded by the Engineer-in-Charge in measurement book and the Contractor shall agree to such measurement by signing the same. Measurement so recorded shall be treated as legally binding on both parties.

(v) Schedule of quantities shall be deemed to have been prepared and measurements shall be made in accordance with the procedures described for the various classes of work in the specifications or if no procedure be so specified then the method of measurements shall be as described in the Schedule of Works for the corresponding items of work.

(vi) The Engineer-in-Charge shall be free to reject for purpose of measurement any materials/ equipment supplied by the Contractor at sites if such materials are not up to the required specifications and differ from the previously approved samples.

(vii) Notwithstanding the fact that certain works and materials have been already measured and recorded by the Engineer-in-Charge, the Contractor shall remain fully responsible for all such works and materials till the final expiry of the defect liability period.

12.2 Payment terms:

The contractor would be paid percentage of payment for the items completed as progressive payment during the progress of the job. Please refer to **Clause No. 38.0** " **REMUNERATION & TERMS OF PAYMENT** " for details of Payment Terms.

12.3 Payment terms for additional work/extra work:

For all work done on the advice of the Company's Engineer which is not specifically mentioned in the schedule of quantity (SOQ), scope of work or elsewhere in the contract and in the opinion of the Company's Engineer is an additional/extra work, deviation order for the same shall be made on the rates as decided by the Company's Engineer based on OIL adopted internal estimation procedure/policy.

Decision of Company's Engineer on the acceptance of the work as additional/extra work shall be final and binding to the Contractor.

13.0 DELAYS IN WORK BY THE CONTRACTOR:

If the Contractor is responsible for a delay in progress of the works, the Contractor shall, without additional cost to THE COMPANY work overtime and/ or mobilize/ utilize such additional equipment and personnel at any time to improve the progress of the work as may be necessary to eliminate delay in final completion of the works within the stipulated time of completion.

14.0 DRAWINGS:

14.1 The structure will be Pre-Engineered Building (PEB) with EOT Crane Facility. The job will involve site civil work, supply and erection of PEB, supply, installation and commissioning of EOT Crane, internal electrification works etc. The complete design and detailed engineering of the project will be in the scope of the Contractor. The Contractor shall be required to submit complete civil, architectural, structural and all other relevant drawings and design documents as desired by OIL pertaining to the project duly vetted by any Indian Institute of Technology (IIT)/National Institute of Technology (NIT) (where Structural Engineering discipline exists at PG level). The electrical drawings like Single Line Diagram (SLD), wiring layout etc. will be approved by OIL and no vetting from IIT/NIT is required for the electrical drawings. The general arrangement drawing will be reviewed by OIL before vetting by IIT/NIT.

The Contractor shall submit his design calculations and 'Engineering Drawings' along with proof design to the Engineer in charge for his approval. The contractor is advised to discuss his design philosophy and design procedure with the Engineer in charge before proceeding with the final design work.

It shall be the responsibility of the contractor to obtain all relevant design information from the Engineer in charge for preparing his design, and other utility services supported by the structure.

The detailed design report with STAAD file to be submitted to OIL after vetting of the same from IIT/NIT.

14.2 The rate quoted against "Schedule of Quantity (SOQ)" by the Contractor shall include the cost towards design, detail engineering done by the Contractor including vetting from IIT/NIT and submission of details/drawings to OIL as mentioned here-in-after.

14.3 The Contractor shall submit the documents and drawings as mentioned below, but not limited to, duly vetted by IIT/NIT within 30 days of award of contract.

(a) Design basis report of Civil works.

(b) Design basis report of PEB.

(c) General arrangement drawing

(d) Detailed architectural drawing.

(e) Detailed civil structural working drawings (Bar Bending Schedule, Schedule of Finishes shall be part of the drawings).

(f) Detailed PEB drawings (Structural BOQ shall be included in the drawings).

(g) Design calculation reports (Civil Structures, PEB etc.)

14.4 Apart from the above, following drawings/documents are also to be submitted within 30 days of award of the contract.

(a) Soft copy of the modelling for analysis and design of the structure on STAAD Pro or any other standard design software.

(b) Auto Cad files of the final working structural drawings.

(c) Single Line Diagram

(d) Electrical Wiring Layout

(e) 3D Walkthrough Model of the workshop

14.5 Drawings/Documents which are not covered above but required for the execution of the project shall be submitted by the Contractor as and when advised by OIL and no extra payment shall be made for the same.

15.0 MATERIALS, LABOUR, TOOLS AND EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR:

15.1 The Contractor shall furnish all materials consumables, labours, tools, supervision, plant and equipment necessary to complete the works within the time schedule and in accordance with the specifications. All material furnished by the Contractor unless otherwise specified shall be of a suitable grade and type and where such materials are to form part of the permanent works shall also be new. No substitution of any materials shall be made without the written approval of the Company and any materials, which do not conform to the specifications or is otherwise rejected, shall be removed immediately from the site and replaced with materials satisfactory to the Company. Any equipment furnished by the Contractor shall be suitable for the purpose for which it is to be used and shall be in good condition.

15.2 Water and electricity will have to be arranged by the Contractor at his own cost. However, if felt, water and single-phase power supply may be provided by Company on Chargeable basis depending on its availability & approval by the competent authority.

15.3 No accommodation, transport for transfer of Contractor's men & material will be provided by the Company.

16.0 THE CONTRACTOR'S EMPLOYEES:

16.1 The Contractor shall perform the works in a workmanlike manner with qualified, competent, careful, and efficient workmen in strict conformity with the provisions in this contract. The Engineer-in-Charge will have the right to require the removal from the works of any employee of the Contractor of who in the Engineers opinion may be incompetent, careless or not qualified to perform the works assigned to him.

16.2 The contractor shall engage a competent Site Engineer for supervision and monitoring of all works at site. The qualification of Site Engineer shall be either BE/B.Tech in Civil Engineering with a minimum of 2 years post qualification experience or Diploma in Civil Engineering with minimum 5 years post qualification experience. The contractor shall submit the resume of the Site Engineer with

relevant supporting documents for approval of OIL. **The Site Engineer shall be deployed within 30 days of award of contract. In case of non-deployment/absence of Site Engineer during the course of execution of the contract, recovery at the rate of INR 1500/- per day will be made from the Contractor's running account bill**. Sundays and OIL declared holidays will not be considered for the purpose of recovery and only absence during the working days will be considered for calculation of the same.

16.3 The contractor shall not engage minor workers below 18 years of age under any circumstances.

16.4 The contractor must obtain "Entry Permit/Gate Pass" from CISF of OIL for all his/ her workers to enable them to work inside Oil Industrial Area.

16.5 All employees of the Contractor must obey the security rules of the Company when working inside the declared prohibited areas. Any individual found to be objectionable from the security considerations must be replaced by the Contractor.

17.0 SERVICES/ EQUIPMENT PROVIDED BY THE COMPANY:

If by reason of any event occurring to, in or in connection with the works, either during execution of the work or during defect liability period, any remedial or other works, which in the opinion of the Engineer-in-Charge be necessary and the contractor is unable or unwilling to do such works/ provide services or equipment as the case may be, than the company may, by its own or other, do such works/ provide services or equipment as the Engineer-in-Charge may consider necessary. If in the opinion of the Engineer-in-Charge the contractor is liable to do so at his own expenses under this contract, all costs and charges including overheads incurred by the company in doing so shall be paid by the contractor to the company or may be deducted by the company from any money due or which may become due to the contractor. The costs incurred by the company shall be assessed independently by the company as per the company's standard and prevalent practices and no dispute on this account shall be entertained in any circumstances whatsoever.

18.0 REPORTING OF PROGRESS:

The Contractor shall furnish to the Company Daily and Monthly Progress Reports indicating all details of the construction.

19.0 TIME OF COMPLETION:

Time of completion for the job is **64 (Sixty-Four) weeks** from the date of issuance of LOA (inclusive of mobilization period) by the Company. Hence, the contractor shall deploy sufficient manpower along with sufficient tools and machineries for completing the job within the stipulated time frame.

(a) TIME SCHEDULE: The Work shall be executed strictly as per time schedule given below:

Sl. No.	Description	Time Schedule
A	**Design Phase**	10 weeks
A1	Preparation of Design basis & Detailed project report including BOM /BOQ and submission to OIL	

A2	Carrying out detailed design and submission of working drawings phase-wise as per urgency	
A3	Submission of EOT crane details and commissioning procedure	
B	**Construction phase**	42 weeks
C	**Installation and commissioning of EOT crane**	12 weeks
	Overall duration of the project	**64 weeks**

Note to Time schedule: Though the overall work is shown under two phases viz. Engineering and Construction for the purpose of clarity, the Contractor shall plan the work in such a manner that both Engineering and Construction can be performed as parallel activity.

20.0 TECHNICAL TERMS AND CONDITIONS (CIVIL & STRUCTURAL WORKS):

20.1 SCOPE OF WORK (SOW) OF CIVIL & STRUCTURAL WORKS:

Works under this contract involves detail engineering, design, procurement of all materials, project management, construction management including fabrication, transportation, erection of Pre-Engineered Building (PEB) with EOT Crane facility (15 MT Main Hoist and 5 MT Auxiliary Hoist) and related civil and internal electrification work at Electrical Engineering Department, Oil India Limited, Duliajan.

The scope of work of Civil & Structural work shall broadly comprise of the following but not limited to the same:

(a) Clearing the site and grading the same to the required level.

(b) Earthwork excavation in all types of soil including de-watering to the required levels including shoring & strutting wherever required.

(c) Backfilling after completion of works.

(d) Disposal of unserviceable materials/ earth/ debris etc. outside the premises as per direction of Engineer-in-Charge. Contractor to assess the lead by visiting the site physically.

(e) Shuttering works for various types of foundation & all RCC elements etc.

(f) RCC works in foundations, plinth beams etc.

(g) Providing Anti-termite treatment for creating chemical barrier to under and all-around foundation and floor as per specification / directions of the Engineer-in-Charge.

(h) Removal of any expansive soil below foundations and suitable treatment of soil below foundations as per requirement.

(i) Design, manufacturing, supply and installation of Pre-Engineered Building with all accessories/connections etc.

(j) Plinth protection and surface drain work around the workshop.

(k) Brick soling work as per requirement.

(l) All Civil & Structural works for the construction of the cable handling workshop.

(m) Aluminium partition wall for the office inside the workshop.

(n) Providing Industrial heavy duty flooring as per specification.

(o) Design, fabrication and erection of structural sliding door.

(p) Fabrication and erection of steel door/aluminium door/flush door as applicable.

(q) Aluminium/UPVC window and ventilation work for the entire workshop.

(r) Metal rolling shutters of an approved manufacturer, conforming to the requirements specified in IS: 6248.

(s) RCC pre-cast slabs wherever required.

(t) Anchor bolts, MS plates, Angles in RCC works.

(u) Roof & wall sheeting with PUF panels as per required specification.

(v) Polycarbonate sheet as per requirement for daylight system.

(w) Gutter and ridge as per site requirement.

(x) Providing and fixing of uPVC rainwater down take pipes.

(y) MS gratings / Chequered plates/Structural support wherever required.

(z) Barricading of working area, wherever required, during execution of work and dismantling of the same after completion of work.

(aa) Fabrication yard/ field office/ construction stores shall be developed by the contractor on his own cost in consultation with Engineer-in-Charge. All the infrastructure facilities for execution of their work which includes approaches, pavements etc. shall be developed & provided by the contractor at his own cost.

(bb) Construction of temporary approach roads as per requirement to be used for construction.

(cc) Preparation of basic/ detailed engineering drawings for construction and vetting of the same from any IIT/NIT (where Structural Engineering discipline exists at PG level).

(dd) Any other items not specifically mentioned herein but it is required to complete the work as per the directions of the Engineer-in-Charge.

(ee) The scope/ information provided above is for bidder's guidance. Bidder shall independently familiarize/inform himself all geographical, logistical, climatological, meteorological, commercial, regulatory and other parameters required to prepare his bid and in the event of being selected, execute the work in his scope to the specified schedule without raising any claim whatsoever, for contingencies/conditions.

20.2 TECHNICAL SPECIFICATION FOR CIVIL AND STRUCTURAL WORKS:

20.2.1 SITE CLEARANCE:

Before the earthwork is started, the area coming under cutting and/refilling shall be cleared of shrubs, vegetation, grass, uprooting of tree stumps and such others, and rubbish removed outside the periphery of the area under clearance. The rate of such site clearance is deemed to be included in the quoted rate by the Contractor.

20.2.2 STORAGE:

Materials shall be transported, handled and stored at site carefully to the satisfaction of Engineer-in-Charge so as to prevent any damage of any kind to be kept at his own risk and cost.

Cement shall be stored in a weatherproof shed, the floor of which shall be raised 300 mm clear from the ground and 600 mm away from the wall all round in order to protect from rain and moisture.

20.2.3 CEMENT CONCRETE/ REINFORCED CEMENT CONCRETE WORK:

All C.C. work shall be done as per specification conforming to relevant IS code. Broken stone shall be properly screened before use. All reinforced cement concrete work to be done with mix design concrete conforming to relevant IS code. Proper vibration to be done as per IS recommendation to achieve the desired compaction of concrete. Floor panelling to be done in the line of expansion joint as directed by Engineer In-charge.

Cement: The cement used shall be any of the following with the prior approval of Engineer-in-Charge.

(i) Portland Pozzolana Cement (PPC) conforming to IS-12269-1987

(ii) Ordinary Portland Cement -43 grade conforming to IS-8112-1976

The cement supplied shall be from reputed manufacturers as mentioned under recommended vendor list for civil items.

The actual issue and consumption of cement on work shall be regulated and proper accounts shall be maintained. The theoretical consumption of cement shall be worked out as per CPWD specification. In case the cement consumption is less than theoretical consumption including permissible variation, recovery shall be affected from the Contractor at twice the moving price of cement of OIL prevailing at the time of recovery. In case of excess consumption, no adjustment/extra payment shall be made to the Contractor.

Fine Aggregate - Fine aggregate shall be hard, durable, clean and free from adherent coating and organic matter. It shall not contain harmful impurities such as pyrites, coal, lignite, mica, shale or similar laminated material, clay, alkali, soft fragments, seashells and organic impurities in such quality as to affect the strength or durability of the concrete. Fine aggregate to be used for reinforced concrete shall not contain any material liable to attack the steel reinforcement. Fine aggregate which is chemically reactive with alkalis of cement is harmful as cracking of concrete may take place. Fine aggregate shall conform to IS: 383 latest editions.

Coarse Aggregate - Coarse aggregate shall be obtained from natural sources such as stone, gravel, etc. crushed or un-crushed or a continuation thereof from approved quarries. This shall consist of coarse material most of which is retained on 4.75mm sieve. Aggregate shall be hard, strong, dense, durable, clean and free from veins and adherent coatings. It shall be free from soft, feeble, thin, elongated

or laminated pieces and shall be roughly cubical in shape. It shall be clear and free from dirt and any other deleterious matter. Fine aggregate shall conform to IS: 383 latest editions.

Reinforcement bars - The following types of steel for reinforcement shall be used in reinforced concrete construction and these shall conform to Indian Standards or as revised from time to time mentioned against each.

(i) Mild steel and medium tensile steel bars and hard drawn steel wire - IS: 432.

(ii) HYSD bars - IS: 1786.

Reinforcement bars of primary producers as specified in the approved vendor/manufacturer list will only be allowed at site.

Bending & Placing steel reinforcement in position bending shall be carried out as per relevant IS specification and direction of the Engineer-in-charge. All reinforcement bars shall be accurately placed in position with spacing and cover as shown in the drawing or as specified and firmly held so during the placing, vibrating and setting of concrete. Bars shall be thoroughly cleared of rust, seals, grease, oil and any other foreign matter before placing them in position. The overlap jointing shall be staggered. The bars shall be fixed with 22G binding wire. Precast cover blocks 1:2 (1 cement: 2 sand) cement mortar 40mm square and necessary thickness shall be used to keep the reinforcement bars in proper position. For this block, no extra payment to be made. Wire required for binding shall not be measured separately. Tack welding shall also be permitted in lieu of building with steel wire.

Proportioning of mix - Proportioning shall be done by volume as per mix design report.

Mixing - Mixing of reinforced cement concrete shall, as a rule be done in a mechanical mixer. However, the Engineer-in-charge may permit hand mixing in specific cases where in his opinion it is not practicable to resort to mechanical mixing, either on account of the quality of cement concrete required is small or for any other reason. In such cases, it should be ensured that the inferior quality of concrete produced by hand mixing will not adversely affect the structure.

Placing of concrete - Before placing the concrete the sub-base/form work shall be cleared of all injurious or foreign matter, watered and well consolidated. Formwork shall be clean and free from all foreign material. It is necessary that the time between mixing and placing of concrete does not exceed the initial setting process. Mixed concrete that has been left standing shall not be used after the initial set has commenced the addition of water (or cement) to make such a mixture more workable shall not be allowed. In foundation trenches or such other situations, the entire concrete used in the work shall be laid gently (not thrown) in layers not exceeding 15cm. The concrete so deposited shall be thoroughly vibrated by means of mechanical vibrators till dense concrete is obtained.

Curing - Concrete shall be carefully protected during first stage of hardening from harmful effects or excessive heat, drying winds, rain or running water and shock. After the concrete has begun to harden i.e. about 1 to 2 hours after its laying it shall be protected from quick drying with moist gunny bags or any other material approved by the Engineer-in-charge. After 24 hours of laying of concrete the surface shall be cured by flooding water up to 25mm depth or by covering with wet adsorbent materials. The curing shall be done for a minimum period of 7 days from the date of pouring of concrete, unless otherwise specified.

20.2.4 FORM WORK:

The formwork shall be rigid and so corrected as to retain the shape and dimensions of the member being cast. Form work for concrete shall be seasoned timber/steel or other approved materials as per directions of the Engineer-in-Charge. It shall be sufficiently tightened to prevent loss of cement slurry and all holes and joints shall be chaulked with putty. It shall have sufficient strength and rigidity to withstand the load of concrete, and vibrations, movement of men, materials and plants and any other incidental loads without excessive deflection beyond permissible limits. The formwork shall be so constructed as to be removable in sections by inscribing or otherwise loosing - them without hammering or levering with force. Only wedges, clamps bolts or screws etc. shall be used in preference to nails or spikes. All side pieces shall be easily removable without disturbing the bottom pieces. Where however, use of nails and spikes become unavoidable, these shall be left projecting so that they can easily be withdrawn.

Surface treatment for shuttering - Forms shall be cleaned with soap solution or row linseed oil shall be applied after thoroughly cleaning the surface. Care shall be taken that such approved composition is kept out of contact with the reinforcement.

In normal circumstances (temperature not below 15 degree C) and where ordinary Portland cement is used form may generally be removed after the expiry of the following periods.

a) Vertical form work to columns, walls, beams = (16-24) hours
b) Slabs side (props left under): 3 days
c) Beam soffits (props. left under):7 days
d) Removal of props under slabs
  i) Spanning up to 4.5 m: 7 days
  ii) Spanning over 4.5 m: 14 days
e) Removal of props under beams and arches:
  i) Spanning up to 6 m: 14 days
  ii) Spanning above 6 m: 21 days

In no circumstances shall forms be struck until the concrete reaches strength of at least twice the stress to which concrete may be subjected at the time of removal of form work. All form works shall be removed without such shock or vibration as would damage the concrete.

20.2.5 BRICKWORK:

(a) All bricks shall be of 75 class designation quality locally available as approved by the Engineer-in-Charge.

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

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

(i) They shall give a clear metallic sound when struck.

(ii) They shall be of uniform colour and size.

(iii) They shall not be cracked, stratified or under or over burnt.

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

(v) Keys or frogs shall be formed on one of the larger sizes, except in the case of machine extruded bricks where no frogs are required.

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

(d) If required by the Engineer-in-Charge, necessary test shall be conducted at the contractor's expense to ensure quality. In general, the bricks shall be of the best quality locally available.

Bricks used for masonry in cement mortar or composite mortar shall be thoroughly soaked in clean water for at least an hour immediately before use (The absence of bubbling when the soaked brick is immersed in water is the test for thorough soaking). The soaked bricks shall be kept on a platform free from dirt, mud or any foreign element. Bricks shall be laid in English bond unless otherwise specified. Care must be taken that the bricks are perfectly clean and free from lime, moss or dirt of any kind. If necessary, they must be scrubbed before use. Half or cut bricks shall be not used except for closures which may be required to complete the bond. It shall be ensured that all horizontal and vertical joints are completely filled with mortars without any void in brickwork. Brickwork shall be raised truly plum (or true to required better where so specified). All courses shall be laid truly horizontal. Vertical joints shall be truly vertical and those in alternate courses shall be in the same vertical line. The thickness of brick courses shall be uniform. Great care must be taken to masonry in progress of construction damp. When work is left off for the day troughs shall be formed, by means of fillets of mortar 51mm high all-round the unfinished work and shall be kept filled with water. Vertical or inclined surfaces must be frequently watered from a rose headed can. Water should not be dashed with violence against new work as this washes out the mortar. Should the

work be delayed owing to holidays or for other reason, the contractor must make adequate arrangements for keeping the work wetted and shall continue to do so for at least ten days or such longer time as directed, after the brickwork has been completed.

20.2.6 CEMENT MORTAR:

(i) Must be freshly mixed: Cement mortar will only be mixed in such quantities as can be used up on the work within half an hour of mixing. Mortar which has been mixed longer or which has taken its initial set will on no account be used on the work or remixed with fresh mortar. It must be immediately removed from the site or work.

(ii) Method of mixing: The cement and sand will be mixed dry in the specified proportions, by turning over at least three times on the mixing platform. Only sufficient water will then be added, thorough a rose of a watering can, to produce a workable mixture. The wet mortar will be thoroughly worked or mixed by repeatedly turning over, not less than three times on the mixing board.

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

(iv) Proportion of cement and sand: Where not otherwise specified, cement mortar for plaster will consist of one part of cement to two parts of sand. For mortar for brick or stone masonry work the proportion unless otherwise specified, will be one part of cement to three parts sand.

20.2.7 WOODWORK:

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

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

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

Hold fasts - Hold fasts used for fixing doors and window frame shall be made of 40 x 3mm flat iron long unless otherwise specified. It shall have a hole on one end for fixing to frame, at the other end the flat iron shall be split and bent at right angles

in the opposite direction. The hold fast shall be tightly fixed to the frame by means of bolts, the bolt hole in frame being plugged suitably and finished neat. The hole fast shall be embedded into masonry by concrete block as described in the item of work.

20.2.8 DOORS:

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

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

20.2.9 PLASTER WORK:

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

(ii) Proportion: The cement plaster shall be in specified proportion of cement and sand.

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

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

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

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

20.2.10 DAMP PROOFING COURSE:

It shall consist of 1:1.5:3 plain cement concrete unless otherwise specified in the item of work with approved water proofing materials of specified thickness. The surface shall be kept wet for seven days. Before commencing the superstructure work, the top of concrete course shall be dried and cleaned of all materials.

20.2.11 WASHABLE DISTEMPER/OIL BOUND DISTEMPER/PLASTIC EMULSION PAINTING:

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

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

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

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

20.2.12 SYNTHETIC ENAMEL PAINT:

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

20.2.13 FILLING EXCAVATED EARTH IN FOUNDATION TRENCHES AND PLINTH OR UNDER FLOORS:

As soon as the work in foundation has been completed and measured, the sides of foundations shall be cleared of all debris, bricks bats, mortar dropping etc., and filled with earth in layers not exceeding 30cms, each layer shall be adequately watered, rammed and consolidated before the succeeding one is laid. Earth shall be crammed with iron rammers where feasible, and with the butt ends crowbars where rammer cannot be use.

The plinth shall be similarly filled with sand in layers not exceeding 30 cms, adequately watered and consolidated by ramming with iron or wooden rammers. When filling reaches the finished level, the surface shall be flooded with water for at least 24 hours, allowed to dry and then rammed and consolidated, in order to avoid any settlement at a later stage. Sand shall be clean and free from dust, organic and other foreign matter. Concreting of floor shall not be started until the Engineer-in-charge has inspected and approved the filling.

20.2.14 PLINTH PROTECTION AND SURFACE DRAIN:

Plinth protection and surface water drain shall be provided along the outer periphery of the building as per drawing and with PCC (1:3:6) over bricks flat laid in CM 1:4 and finished with 15mm thick cement plaster in prop. 1:2 with floating coat of neat cement finish unless otherwise specified in the item.

20.2.15 ANTITERMITE TREATMENT (IS 6313):

Injecting chemical emulsion of Chlorpyriphos emulsifiable concentrates 20% with 1% concentration for pre-construction anti-termite treatment and creating a continuous chemical barrier under and all-round the column pits, trenches, top surface of plinth filling, junction of walls and floor along the external perimeter of building expansion joints, surroundings of pipes and conduits etc. complete as per specification.

20.2.16 ALUMINIUM WORK:

Aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia. and size, including necessary filling up the gaps at junctions, i.e., at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge.

20.2.17 HEAVY DUTY FLOORING:

Floor hardener shall be metallic type suitable for the performance of heavy-duty function. High strength chemical resistant Epoxy flooring/PU flooring/ top with floor hardener over reinforced concrete VDF flooring as per manufacturer's specifications and site requirement.

20.2.18 PRE-ENGINEERED BUILDING:

All drawings shall be made on computer on AUTOCAD 2008 or above version. Structural drawings shall also include all details as per SP 34 and relevant IS including schedule for relevant foundation, beams etc. and bar bending schedule besides pre-engineered structure details. The contractor shall also submit methodology for fixing and erection and also submit maintenance manual for subsequent routine maintenance of the structures.

The Cable Handling Workshop shall be a Pre-Engineered Building (PEB) as per the design done by the Contractor. The contractor shall submit complete design detail /drawings as mentioned herein before. The design of the building shall be

based on relevant IS and shall be designed / constructed according to relevant IS standards.

Design Criteria and Material Specifications for Pre-Engineered Building (PEB) shall be as under:

(i) Foundation: As per design data.
(ii) Design loads:
  (a) Dead Load: As per provisions of IS:875 (Par-1)
  (b) Live Load: As per provisions of IS:875 (Part-2)
  (c) Wind Load: As per provision of IS:875 (Part-3)
  (d) Earthquake Load: As per provisions of IS: 1893 (Part-1) (Zone-V).
  (e) EOT Crane Load: Main Hoist- 15 MT and Auxiliary Hoist- 5 MT.
  (f) Other Load: As per relevant IS provision.
  (g) Load combination: As per relevant IS Code.
  (h) The soil investigation for the foundation design must be carried out.

BUILDING DESCRIPTION: The brief building description for proposed Cable handling workshop are as below:

(i) The structure will be a Pre-Engineered Building.
(ii) Plan Dimension: 33M X 26M
(iii) Crown/Ridge Height =12.1m & Ease Height =8m
(iv) Crane (EOT) Span: 26M
(v) Supply and installation of EOT Crane of Capacity 15MT (Main Hoist) & 5MT (Auxiliary Hoist) for cable handling.
(vi) Roof Monitor to be provided as per standards.
(vii) Eaves Gutter & Down take pipes to be in colour galvalume sheets conforming to norms. Gutters and downspouts shall be adequately designed to ensure proper roof drainage system. Material shall be same as that of sheeting.
(viii) Turbine ventilators to be provided as per norms.
(ix) Pre coated, Profile Zincalume / Galvalume Steel Sheet roofing & related accessories as applicable to be provided.
(x) Erection of Pre-Engineered Building shall be done in the presence / guidance of PEB Manufacturing experts.
(xi) Foundation Bolts shall be fixed and grouted by the civil contractor. The alignment and levels are to be checked and certified by the PEB Manufacturer's Engineer.
(xii) No welding is permitted at site unless otherwise cleared by the Consultant/OIL.
(xiii) Skylight with Polypropylene/poly carbonate sheet to be provided as per standard at Roof as well on the wall claddings.
(xiv) Motorized Rolling Shutter to be provided.
(xv) Cage Ladder for Roof Access during Maintenance.

DESIGN CHECK: The design calculation should be checked by third party institution like IIT. OIL may submit the same set of documents to another third-party institution of their choice and get the approval. Comments/corrections by the third-party consultant should be incorporated in the drawing and executed at

site at no extra cost to OIL. It shall be the responsibility of the firm to ensure structural stability of the building. The total design of the building shall be done to meet the design parameters given in design or technical specifications.

Plant inspection before supply of structural elements to site will be carried out by OIL at the Factory/Fabrication Shop/Manufacturing facility of the vendor.

The Contractor shall submit his design calculations and 'Engineering Drawings' along with proof design to the Engineer in charge for his approval. The contractor is advised to discuss his design philosophy and design procedure with the Engineer in charge before proceeding with the final design work.

It shall be the responsibility of the contractor to obtain all relevant design information from the Engineer in charge for preparing his design, and other utility services supported by the structure.

The detailed design report with STAAD file to be submitted to us after vetting of the same from IIT/NIT.

Manufacturer's mill test reports in respect of steel materials, bolts, nuts and electrodes, wires as may be applicable.

Note:

(i) Designer to ensure that substructure is able to physically accommodate the required anchor bolts and that the sub-structure is designed for proper transfer of loads from roof system to the Foundation.
(ii) Purlins, sub-purlins, girts, SAG rods, Bracings, Ties etc. shall be designed in accordance with IS standards as applicable.
(iii) Where IS standards not applicable, these shall be designed in accordance with 1986 edition of AISI standards "Cold Formed steel Design Manual".
(iv) Roof and wall panels are laid perpendicular to the roof purlin and wall girts respectively and fastened to them by means of self-drilling fasteners.
(v) Curved eaves, gutters and down spouts shall be provided as per relevant standards.
(vi) Standard building accessories such as ridge, ventilators, windows, personnel doors and other special supplemental attachment shall be combined with flashing and trims of thickness 0.50 mm nominal (wherever applicable).
(vii) All Primary structural framing members shall include the transverse rigid frames, columns, and rafters, bearing frame rafters, gable columns and end wall columns. Also, high strength bolts shall be included in this group.
(viii) All Secondary structural framing members shall include the purlins, girts, eave struts, bracing, flange bracing, base angles, clips, other miscellaneous structural parts.
(ix) All design shall conform to relevant IS standard codes. The design provisions as applicable for all steel works will be as per IS 800, IS 801.
(x) The structural steel work to be welded or bolted, shall be carried out as per relevant IS. Relevant IS/ASTM code of practice be followed as applicable for physical specification and use of structural steel work in general constructions.
(xi) Connections- All connections of steel work shall be suitable for Pre-Engineered Building steel Structure.

Material Specifications for the PEB shall include the following, but not limited to:

Sl. No.	Items	Material Specification YST
1.	Primary Members IS-2062/ IS 4923	Minimum yield strength of 240 MPa
2.	Secondary Members IS-2062/ IS 4923	Minimum yield strength of 240 MPa
3.	Accessories IS-2062	Minimum yield strength of 240 MPa
4.	All flashings and Trims	Minimum yield strength of 550 MPa
5.	Hardware	Conforming to ASTM A-325 or equivalent
6	Sheeting Fasteners and Accessories Self-drilling, self-tapping fasteners hot dip galvanized with Xylon coated with EPDM seals	conforming to AS:3566 Class-3 or Class-4. Fasteners shall be color coated to match

20.2.19 (A) POLYURATHENE FOAM PANELS FOR ROOFING:

Roofing panel shall be 30 mm thick PUF Panel of RAL 9002 color. The Technical specification shall be as under:

Outer Sheet: 0.5mm TCT PPGL Troughed sheet, crest 34.5 mm, pitch 250 mm

Inner Sheet: 0.5 mm TCT PPGL Micro ribbed sheet

Insulation Core: 30 mm PUF infill of density 40 kg/m3 as per IS 12436:1988.

The PUF panel shall be manufactured in a continuous line by pressure injection of CFC free Polyurethane foam at 40 ± 2 kg/m3 density. Panel shall have Polyurethane Foam conforming to IS 12436:1988.

The pre coated sheet shall be of minimum 300 MPA steel grade conforming to IS 14246:1995 and shall have zinc coating of minimum 150 gsm as per IS: 277: 1992, RMP coated, 5-7 microns epoxy primer on both side of the sheet and polyester topcoat of 15-18 micron. The outer and inner sheet shall be lightly ribbed.

The PPGL sheet shall have plastic protective guard film of minimum 25 microns thickness to avoid scratches during transportation. The PU Foam shall be self-extinguishing.

(B) SKY LIGHTS:

Skylight is translucent corrugated sheets matching the profile of Roof. The translucent sheets are made from 2mm thick Polycarbonate sheets and shall provide an economic form of general-purpose day lighting. Skylights shall be provided for 5% of the roof area. Colour of the panel shall be white with smooth surface finish with a light transmitting capacity of 60% + 5%.

20.2.20 POLYURATHENE FOAM PANELS FOR WALL:

Wall panels shall be 50 mm thick PUF Wall Panel of RAL 9002 color. The Technical specification shall be as under:

Outer Sheet: 0.5mm TCT PPGL Micro ribbed sheet

Inner Sheet: 0.5 mm TCT PPGL Micro ribbed sheet

Insulation Core: 50 mm PUF infill of density 40 kg/m3 as per IS 12436:1988.

The PUF panel shall be manufactured in a continuous line by pressure injection of CFC free Polyurethane foam at 40 ± 2 kg/m3 density. Panel shall have Polyurethane Foam conforming to IS 12436:1988.

The pre coated sheet shall be of minimum 300 MPA steel grade conforming to IS 14246:1995 and shall have zinc coating of minimum 150 gsm as per IS: 277: 1992, RMP coated, 5-7 microns epoxy primer on both side of the sheet and polyester topcoat of 15-18 micron. The outer and inner sheet shall be lightly ribbed.

The PPGL sheet shall have plastic protective guard film of minimum 25 microns thickness to avoid scratches during transportation. The PU Foam shall be self-extinguishing.

20.2.21 METAL ROLLING SHUTTER:

Metal Rolling shutters shall be gear operated type (mechanical) and shall be of an approved manufacture, conforming to the requirements specified in IS:6248. It shall be suitable for operation from both inside and outside with the crank handle or chain gear operating mechanism duly considering the size of wall/column.

20.2.22 SUPPLY OF MATERIALS:

All items/materials to be supplied by the contractor for the project shall be as per the make list provided or advised by Engineer-in-charge. Prior approval must be obtained from Engineer-In-Charge for the items/materials before procurement and mobilization at site. If items/materials are mobilized without obtaining prior approval from Engineer-In-Charge, the same are liable to be rejected and shall be removed from site within 48 hours.

20.2.23 TESTS FOR QUALITY CONTROL:

Contractor must carry out a third-party testing of the following construction materials at his own cost as per relevant IS Code at the start of the project:

(i) Water for construction and curing ('PH' value should not be less than 6).
(ii) Cement
(iii) Fine Aggregate & Coarse Aggregate
(iv) Reinforcement steel
(v) Brick
(vi) Load test on crane girders (after crane erection).
(vii) Any other tests as per the direction of Engineer-in-charge

In addition to the above, various field tests shall be carried out/manufacturer test certificate shall be submitted by the contractor as and when instructed by Engineer-in-charge and no separate payment shall be made by OIL for the same. Following field tests to be carried out/test certificates to be produced by the contractor as and when directed by the Engineer-in-charge.

(i) Cube test for RCC work.
(ii) Manufacture Test certificate for structural steel, reinforcement steel, PUF panel, aluminium sections etc. wherever applicable shall be produced prior to its use in construction.
(iii) Brick test as per BIS 1077 and BIS 3495 (part 1 and 2)
(iv) Test for fine and coarse aggregate.
(v) Any other tests/manufacturer test certificate as per the direction of Engineer-in-charge.

Note: Some of the above tests like cube test for RCC, brick test, test for fine and coarse aggregate etc. will be carried out be carried out by the Contractor from any Government Institute/approved laboratory at its own cost if directed by Engineer-in-Charge.

21.0 TECHNICAL TERMS AND CONDITIONS (ELECTRICAL WORKS):

The SCC for the Electrical Part of the Tender comprises two basic parts as follows:

21.1 GENERAL
21.2 TECHNICAL

21.1 GENERAL:

21.1.1 Special conditions of the contract shall be read in conjunction with the General Conditions of Contract, Bill of Quantities, specifications of work, drawings and any other document forming part of this contract wherever the context so requires.

21.1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

21.1.3 Where any portion of the General Conditions of contract is repugnant to or at variance with any provisions of the Special conditions of Contract, then unless different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provision(s) of General Conditions of Contract only to the extent that such repugnance or variance cannot be reconciled with the tender conditions of contract and shall be to the extent of such repugnance of variations, prevail; it being understood that the provisions of General Conditions of Contract shall otherwise prevail.

21.1.4 Wherever it is stated anywhere in this tender document that such and such a supply is to be effected or such and such a work is to be carried out, if shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention if specifically and expressly stated herein or otherwise explicit from the context.

21.1.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/Specifications/Codes of practice for detailed specifications covering any part of the work covered in this tender, the instructions/directions of Company will be binding on the Contractor.

21.1.6 The items given under Bill of Quantity shall be read in conjunction with scope of work, scope of supply (by Contractor) and job specifications and in case of any irreconcilable conflict between them the provision in the item under "Bill of Quantity" will override the corresponding provision only if the scope of work, scope of supply and job specifications, which cannot be reconciled in such cases the decision of Company shall be final and binding on the contractor.

21.1.7 In case of contradiction between Indian Standards, General Conditions of Contract, Special Conditions of contract, Specifications Drawings, Bill of Quantity, the following shall prevail in order of precedence.

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

21.1.8 STATUTORY REQUIREMENT FOR WORK:

21.1.8.1 Contractor shall employ work persons with valid wireman permit (covering relevant portions), issued/recognized by any State **or** Union Territory Licensing Board of India to carry out all electrical jobs and shall deploy one supervisor holding valid Electrical supervisor's competency certificate (covering relevant portions), issued/recognized/endorsed by any State **or** Union Territory Licensing Board of India for supervision of electrical jobs.

21.1.8.2 Validity of all certificates/permits/licenses if expires, shall be renewed by the contractor for the entire contract period.

21.1.8.3 Quality of jobs carried out by the Contractor shall be as per the norms of BIS, NEC, CEA Regulations and other electrical standards recognized by the company.

21.1.9 POWER:

Electricity required for wiring purposes shall be arranged by the contractor. However, electricity may be provided by the Company on chargeable basis at its discretion to use drill machine or any other portable tools required for wiring purposes if available at nearest point. The Contract or shall have to arrange for required switch board with proper safety device like RCBO/ELCB/RCCB to draw power and use safely from the existing source. However, for welding machine power

supply will not be provided by the company, contractor may use Diesel Welding Generators for the same.

21.1.10 SCOPE OF SUPPLY:

Company does not envisage supplying any material for this work & contractor shall arrange all materials, instruments, tools and tackles etc. required for execution of the work.

21.1.11 SCOPE OF WORK FOR ELECTRICAL WORKS:

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

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

(i) Point wiring of light points, ceiling fan points, wall fan points and exhaust fan points.
(ii) Plug points, general power points, metal clad plug & socket outlet points etc. including light and power accessories etc., complete in all respects.
(iii) All concealed wiring through BIS marked MMS grade PVC conduit, through wall, roof, floor beams, false ceiling, floors etc.
(iv) All surface wiring of armoured/ unarmoured XLPE cables on cable tray with proper size of G.I. saddles.
(v) Main Distribution Boards (VTPN DB), Sub Distribution Boards (SPN DB) and switchboards as required.
(vi) Cables from Existing Power Source to Main Distribution Boards (VTPN DBs), Main Distribution Boards (VTPN DBs) to Sub Distribution Boards (SPN DBs), VTPN DB to Overhead Crane, VTPN DB to Lighting Controller DB, Lighting Controller DB to SPN DBs and circuit wiring from SPN DBs to various switch boards & sockets.
(vii) Light fixtures and ceiling, wall & exhaust fans.
(viii) Earthing of VTPN DB, SPN DBs, Lighting Controller DB etc. complete in all respects.

21.1.12 SCHEDULE OF QUANTITIES/RATE:

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

(ii) The Engineer in charge reserves the right to interpolate or extrapolate the rate for any new item of work not finding a place in the Bill of Quantity, for similar items of lower and/ or higher magnitude available in the Bill of Quantity.

(iii) In case any activity though specifically not covered in Bill of Quantity description but covered under scope of work/spec./drawing etc., contractor has to carry out the same without any extra claim.

(iv) The words "Bill of Quantity "," BOQ", "Schedule of Quantity" and "SOQ", appearing in this document, carry the same meaning.

21.1.13 MEASUREMENTS, BILLING & PAYMENT:

(i) Payment for all works done shall be made on the basis of actual work done as per the schedule of quantity (SOQ) and schedule of rate (SOR). For all extra work done on the advice of the Company's Engineer and which is not included in the schedule of quantity (SOQ), deviation order for the same shall be made on the rates as decided by the Company's Engineer based on OIL adopted internal estimation procedure/policy. Contractor may submit running account (RA) bills for the works executed time to time for release of payments.

(ii) In case of positive variation in quantities of any items from the quantity mentioned in the tender/contract SOQ, the contractor will have to carry out the positive varied quantity at the existing contract rate.

21.1.14 CONTRACT DRAWINGS:

Contractor has to prepare all working drawings mentioned below in AUTOCAD format and submit in A3 size paper to obtain approval from the engineer in charge (Electrical) before starting of the civil work.

(a) Layout diagram of complete wiring showing route for wiring from Existing Source to VTPNDB, VTPN DB to SPN DB, VTPN DB to overhead crane, VTPN DB to lighting controller DB, lighting controller DB to SPN DB, SPN DB to Switch Board, Light and ceiling fan positions etc.

(b) Schematic diagram for complete electrical work.

(c) Single line diagram of Electrical System

(d) The contractor shall keep at least one copy each of drawings, conditions of contract, specifications, instructions and schedule of quantities at the site of works available for reference by any authorized representative Engineer-in-charge (Electrical), at all times during the progress of the works.

21.1.15 COMPLETION DOCUMENTS:

The contractor shall submit 4 copies of AS BUILT layout drawings to OIL after completion of the work. These complete drawings shall give the following information:

(a) Layout of all equipment, switch boards, DB's etc.

(b) Single line diagram of Electrical System
(c) Location of DB's, Sub-mains, junction boxes & earthing
(d) Schematic diagram for overall electrical distribution
(e) Layout of lighting & power wiring
(f) Cable schedule
(g) Operation & Maintenance Manuals for equipment if any
(h) Manufacturers test report & data sheets for equipment if any
(i) Electrical test certificate for the electrical work done as per CEAR, 2010

21.1.16 PRICE VARIATION:

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

21.2 TECHNICAL:

21.2.1 SCOPE:

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

21.2.2 TERMINOLOGY

The definition of terms shall be in accordance with IS: 732-1989 (Indian Standard Code of Practice for Electrical Wiring), except for the definitions of "point"," circuit", and "sub-main wiring", which are defined hereunder.

21.2.3 POINT WIRING:

(i) Point wiring:
A point wiring (other than socket outlet point wiring)

- Shall extend from the controlling switch/MCB /controller to the corresponding point/ device (lamps/luminaire/fan/exhaust fan/call bell etc.). Point/device refers to either single devices (like lamps, fans, etc.) or multiple devices controlled from one single switch/MCB/controller (like chandeliers, group of decorative lamps, etc.). Point wiring does not include switch which is covered under a separate item (supply and fixing of modular switch).
- Includes supply & fixing of all items as specified in the contract, like device holders, wires, conduit/casing-capping, accessories like screws, raw plug, outlet boxes, junction boxes, pull-through boxes etc., including metal/PVC boxes if any, provided with switch boards for loose wires/conduit terminations, bushed conduit or porcelain tubing where wiring cables pass through wall etc.

- Shall be measured in terms of number of "points" only. There shall be no linear measurement for point wiring, or for the number and size of wires used.

- Details of wire size, material, conduit/casing capping, colour of insulation as in the contract.

- It is to be noted that point wiring is estimated to cover approximately 7.0 metre wiring on an average.

(ii) Plug point (socket outlet point) wiring: A Socket (" plug point") outlet point wiring

- Shall extend from the switchboard to the corresponding wall socket outlet. Sockets may include a single socket or multiple sockets (of same rating) in one module.
- Shall be reckoned as total length of wiring and shall be measured on linear basis along the run of wiring.
- Details of wire size, material, conduit/casing capping, colour of insulation as in the contract.

(iii) CIRCUIT WIRING:

Circuit wiring

- Shall extend from the distribution board up to the switch board/box.
- Include all wiring accessories
- Shall be reckoned as total length of wiring and measured on linear basis along the run of wiring
- Details of wire size, material, conduit/casing capping, colour of insulation as in the contract.

(iv) POWER PLUG POINT WIRING:

Power plug point wiring

- Shall extend from distribution board to combined 5/6A & 15/16A 6 pin socket outlet and 20A MCB Switch/ socket.
- Include all wiring accessories
- Shall be reckoned as total length of wiring and measured on linear basis along the run of wiring
- Details of wire size, material, conduit/casing capping, colour of insulation as in the contract.

21.2.4 OTHER WIRING WORKS:

As per the approval of Engineer-In Charge.

21.2.5 SYSTEM OF DISTRIBUTION AND WIRING:

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

21.2.5.2 Distribution:
The wiring shall be done on a distribution system through main and/or branch (sub-main) distribution boards. The system design as well as the locations of boards shall be as indicated in BOQ/drawings or as specified by the OIL Engineer-in-charge. Main distribution board (VTPN) shall be controlled by a circuit breaker. Each outgoing circuit shall also be controlled by a circuit breaker. The branch distribution board shall be controlled by a circuit breaker. Each outgoing circuit shall be provided with a miniature circuit breaker (MCB) of specified rating on the phase or live conductor. The loads of the circuits shall

be divided, as far as possible, evenly between the number of ways of the distribution boards, leaving at least one spare circuit for future extension. The neutral conductors (incoming and outgoing) shall be connected to a common link (multilayer connector) in the distribution board and be capable of being disconnected individually for testing purposes.

'Power' wiring shall be kept separate and distinct from 'Lighting' wiring beyond the branch distribution boards.

21.2.5.3 Balancing of Circuits:

The balancing of circuits in three wire or poly phase installations shall be arranged beforehand to the satisfaction of the OIL Engineer -in-charge.

21.2.5.4 Wiring System:

- Wiring shall be measured only as per "point wiring" or "linear basis ", as explained above.
- Lights & fans shall be wired in the 'lighting' circuits.
- 6/16A combined socket outlets and other power outlets shall be wired in the 'Power' circuits.
- 5A/6A Socket outlet shall be wired in the light plug point circuit.
- The wiring throughout the system shall be such that there is no break in the neutral wire except in the form of linked MCCB's, MCB's, RCBO's etc.

21.2.5.5 JOINTS IN WIRING:

No bare conductor in phase and / or neutral or twisted joints in phase, neutral, and / or protective conductors in wiring shall be permitted. There shall be no joints in the through-runs of wires. There shall be no looping of earth wires and neutral wires between points. All light points, plug points etc. shall have their individual neutral and earth wires laying up to the switchboard or distribution board as the case may be.

21.2.5.6 RATINGS OF OUTLETS:

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

RCCBs for household circuits and similar installations should be rated for 30mA tripping current. Socket Outlets shall be rated according to their intended use only.

21.2.5.7 CAPACITY OF CIRCUITS:

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

21.2.5.8 CONFORMITY TO CEA REGULATIONS, 2010 AND STANDARDS:

All electrical works shall be carried out in accordance with the provisions of CEA (Measures relating to safety and electric supply) Regulations 2010, National

Electric code and National Building Code. The works shall also conform to relevant Indian Standards.

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

21.2.5.9 TESTING OF WIRING / INSTALLATION:

Inspection will be done in stages, as work progresses. On completion of an electrical installation (or extension thereof) OIL's engineer -in-charge may require a test certificate for the installation/wiring job before energizing the circuits. In such instances, contractor shall issue a test certificate, countersigned by certified supervisor under whose supervision the job was carried out.

The following tests should be carried out:

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

All necessary test instruments shall be arranged by the contractor.

21.2.5.10 GENERAL REQUIREMENTS OF COMPONENTS:

(i) Quality of materials:

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

(ii) Ratings of components:

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

(iii) Conformity to Standards:

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

(iv) General Notes:

(a) All the items shall be brand new and shall bear BIS monogram, wherever specified.
(b) Item shall be guaranteed for a period of one year from the date of installation of materials against any manufacturing defect or workmanship.

21.2.5.11 WIRES AND CABLES:

(i) Wiring:

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

- 'Lighting': 1.5 sq. mm,

- 'Light Plug Point': 1.5 sq. mm,
- 'Circuit Wiring': 2.5 sq. mm,

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

(ii) Cables:

Cables shall be armoured, XLPE insulated and PVC sheathed power cables of 1100 V grade. They shall be fitted on wall surface/ cable tray as required, clamping shall be with 1 mm thick saddle, wherever required. Technical datasheets and Test reports as per IS have to be submitted for all types of XLPE cable prior to supply.

21.2.5.12 PVC CONDUITS:

(i) All rigid conduit pipes shall be of medium duty PVC conduit of good quality and be BIS marked.

(ii) The conduit wiring system shall be complete in all respects, including their accessories where a large number of control switches and/or fan regulators are required to be installed at one place, these shall be installed in more than one outlet box adjacent to each other for ease of maintenance.

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

21.2.5.13 WIRING ACCESSORIES:

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

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

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

(iii) Switch box covers:
These shall be modular type of suitable size.

(iv) Ceiling rose:- Only one flexible cord shall be connected per ceiling rose. For multiple pendants, each pendant shall have its own rose, or a specially designed rose shall be used.

21.2.5.14 LIGHT FITTINGS:

Indoor type fittings specification:

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

(i) Optical system should provide all round glare and beam control.
(ii) Luminaire shall be as follows:

(a) 2x2 (600 mm x 600 mm) size recess mounted LED panel luminaire as detailed in the contract.

(b) LED Highbay Luminaire with minimum 20000 lumen output as detailed in the contract.

(iii) Luminaires shall be pre-wired up to the terminal block and fitted with High Performance driver (THD<10%) as standard, PF> 0.95; driver to conform to IS/IEC for safety/ performance.

(iv) Luminaires shall be supplied with all standard accessories (including chains, brackets, mounting clamps etc.) for suspension and/or wall mounting.

(v) Power supply: 230/240 V, 50 Hz, single phase

(vi) The type of fittings shall be as specified in the contract.

(vii) All technical documents for the luminaire along with photometric details of the luminaire, LM-79-08 & LM-80-08 test report from NABL certified / authorized Laboratories for the offered model or type of LED luminaire have to be submitted prior to supply.

21.2.5.15 PRE-WIRED MCB DISTRIBUTION BOARDS:

Prewired MCB DB's shall be provided where specified.

The complete board shall be factory fabricated and shall be duly pre-wired, ready for installation at site.

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

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

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

(i) Minimum 100 A copper bus bar(s)for MCB DBs
(ii) Minimum 200 A copper bus bar for VTPN DB (fitted with 160A MCCB)
(iii)Neutral link
(iv)Common earth bar
(v) DIN bar for mounting MCB's
(vi)Screw type terminal connectors suitable for incoming and outgoing cables.
(vii)Earthing stud(s)

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

21.2.5.16 MINIATURE CIRCUIT BREAKERS (MCB's):

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

21.2.5.17 SWITCH BOARD LOCATIONS:

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

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

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

21.2.5.18 FANS, REGULATORS AND CLAMPS:

Fan Regulators: Electronic modular type fan regulator shall be of approved makes. The fans, regulators etc., are to be procured from authorized dealer to ensure genuineness of the material.

21.2.5.19 EARTHING:

Earthing shall be done with G.I. earth pipe 3 metre long, 100 mm dia (Conforming to BIS:1239) including accessories and providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required.

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

21.2.5.20 WORKMANSHIP:

Good workmanship is an essential requirement to be complied with. The entire work of manufacture/fabrication, assembly and installation shall conform to sound Engineering practice. The work shall be carried out under the direct supervision of a person holding a valid supervisor's certificate of competency issued by the State Govt. for the type of work involved, employed by the contractor, who shall rectify then and there the defects pointed out by the Engineer -in-charge (Electrical) during the progress of work.

21.2.5.21 COMMISSIONING ON COMPLETION:

After the entire wiring is completed, a joint inspection shall be carried out. The contractor shall rectify the defects pointed out by the OIL during inspection. The works shall be tested by the contractor and the contractor shall submit the test certificates duly signed by the competent persons. The system shall be energized only after OIL approves the work done and submission of test certificate.

22.0 TECHNICAL SPECIFICATION FOR EOT CRANE:

22.1 Technical Details of EOT Crane - Item description EOT crane for Cable Handling Workshop

Sl. No.	Parameters Details
A	**General**
1	Double Girder Electrically operated overhead travelling (EOT) Crane, Steel construction in accordance with M6 duty indoor type as per IS: 3177:2020, 800 & 207.
2	No. of crane (Qty.) 1 no
3	Class of Hoist & Travel: As per IS: 3177:2020, IS:807, M6 duty
4	Capacity of Crane: a) Main Hoist: 15 MT b) Auxiliary Hoist: 5 MT
5	Span 25.5 Mtrs. (Width of cable workshop: 26 meter - vendor to determine span accordingly)
6	Bay Length: 32.5 Mtrs. (Length of cable workshop: 33 meter-vendor to determine length accordingly)
7	Height of lift: 6 meters
8	Duty and class of crane and factor of safety - M6 Duty, Indoor as per latest IS3177, IS:807 & IS:800: factor of safety 6.
9	Site Condition: The crane will be required to be operated at the following site conditions: Max. ambient Temp.: 45 degrees Centigrade, Min. ambient Temp.: 7 degree Centigrade & Relative Humidity: 95% Hence, the components of the crane should be designed considering above condition. The crane shall be installed in non-hazardous area.
10	Crane Control: Through pendant push button station. The pendant switch shall be capable of withstanding rough handling without - being damaged and the cover shall be effectively secured. The mass of the pendant shall be supported independently of the electric cable by means of wire rope. If the pendant is of metal, it shall be effectively earthed.
11	Crane performance: Operating Speeds (Loaded) — Main Speed — Micro Speed Main Hoist — 3.5m/min — 0.35m/min Aux Hoist — 3.5m/min — 0.35m/min Cross Travel — 20m/min — 2.0m/min Long Travel — 20m/min — 2.0m/min Creep/slow speed @ 10% of main speed will be achieved through AC VVVFD in all motions. All hoists shall also have creep controller and VVVFD with encoders.

	Make of VVVFD: ABB/ Siemens/ Schneider Electric
B	**Mechanical Details**
1	Wire Rope: No. of falls for main Hoist-4 and for aux hoist-4 Wire rope diameter: main 20mm (min); aux-12mm (min) Construction: Main-6x36; aux-6x36 Tensile strength: Main-180kg/mm2 (min); Aux-180kg/mm2 (min) Type of core: Main: IWRC; Aux-IWRC IS specification: Main-IS:2266; Aux-IS:2266 Factor of safety: main-As per IS:3177; Aux-As per IS:3177
2	Rope Drum: Material: Fabricated Seamless Pipe as per ASTM A106A Gr. A/B
3	Gear Boxes: Type of Gear Boxes: Totally enclosed helical. Materials of Gear Boxes: EN-8/EN-9 or 20MnCr5 Material of pinion: EN-9/EN-24 or SAE8620 Type of Lubrication: Oil Splash Gear Box Housing: Cast Iron Grade 20
4	Wheels: Type: Forged Steel Materials: Double flange Straight tread type Hardness of Wheel: 300-350 BHN Flanged single/double: C55 MN75/IS:1570 Diameter of wheel (Double): L.T 320mm X 4nos. C.T 200mm X 4nos. Type of bearings: SA spherical roller
5	Hooks: Type: Main Hoist- C shank type; Aux Hoist-C shank type IS specification: Main Hoist-IS:15560; Aux-IS:15560 Swiveling Yes, on thrust bearing Safety Latch Provided Hook Lining Bronze Coated
C	**Structural Details**
1	Main Bridge Girders Type: Fusion Welded plate box with immediate stiffness Material: as per IS:2062

	C.T Rail: 50mm square bar
2	End Carriage Type: Fusion Welded plate box with immediate stiffness Material: as per IS:2062
3	Trolley Frame Type: Fusion Welded plate box type Material: as per IS:2062 Trolley Bottom: Fully covered except sloths for wire rope
4	Platform Type: Steel chequered plate with toe guard and two-tier hand railing LT Drive side: Full length Two short platform
5	Buffers for L.T & C.T: Spring buffer
D	**Electrical Details**
1	Motors: Motor shall be totally enclosed fan cooled (TEFC) Crane duty Squirrel Cage motors of 40% CDF rating, 150starts/hr. (minimum). Insulation class F. confirming to IS: 325 Tentative capacity Main Hoist: 20 HP (1.05 KW) Aux Hoist: 7.5HP(5.5KW) Cross Travel: 3HP(2.2KW) Long Travel: 2x5HP (2x3.7 KW)
2	Brakes: Main Hoist Brake: EHT Brake Aux Hoist Brake: EHT Brake CT Brake: EHT Brake LT Brake: EHT Brake
3	Limit Switches: Main Hoist: Geared Rotary + Gravity Limit Switch Aux Hoist: Geared Rotary + Gravity Limit Switch Cross Travel: Two-way lever Long Travel: Two-way lever
4	Crane Control Panel: Composite Protective & Drive Panel for Hoist, CT and LT should consist of switch fuse unit, main line contractor, step down transformer, single phase preventer, switch for control supply, main contractor, drive contractor, HRC fuses and relays. Protection level of enclosure shall be minimum IP-54. The control supply for pendent type push button should be through RCCB (100 mA) and MCB as backup.
5	Cables: Type: Multicore copper FRLS Insulation: PVC sheathed flexible

	Minimum size: For power circuit: 2.5 sqmm For control circuit: 1.5 sqmm
6	Power supply: 415V±10%, 3-phase, 50Hz AC
7	Control Voltage: 220V AC & 110V AC
8	Maximum wheel load (Static): 17.5 Ton
9	DSL busbar system: Long Travel: 4-way shrouded busbar GI conductor and current collector Cross Travel: PVC festoon type trailing cable arrangement to power supply of crane
10	Painting: Two coats of red-oxide primer with two coats of golden yellow synthetic enamel paints.
11	Platform All through (span wise) checkered plate platform with toe guard, hand railings shall be provided. In addition, 2 short platforms shall be provided at both ends of the opposite side for maintenance of power feeding system & L.T. wheels. All cable glands and lugs for the above shall be supplied along with the main equipment. Glands shall be Double Compression Stainless steel along with check nut and PVC shroud. Lugs shall be tinned copper heavy duty type.
12	Earthing & Safety: All the equipment / devices shall be complete with safety devices as applicable for safe operation & maintenance of the crane as per IS: 3177 and other applicable IS with latest amendments. Adequate earthing shall be provided as per regulations and Indian Standards (IS: 3043). Bidder will provide one suitably rated switch (consisting of a suitably rated 4 pole MCCB, with padlocking facility-description of the MCCB is given below) at a convenient location for operation from ground level for safe shutdown of crane supply in case of maintenance. The party shall supply power cable from this switch to the overhead wire system of the crane. Party will arrange for earthing of this switch. The switch enclosure shall be of sheet steel/SS complete with mounting arrangement and cable boxes.
13	Switch (MCCB): Suitably rated, 415V (Ue), 690V (Ui), 36 kA or above breaking capacity rated four pole fixed type Moulded case circuit breaker, (microprocessor controlled) with adjustable overcurrent, short circuit and earth fault protection. The MCCBs shall conform to IEC60947-2/IS 13947-2, tropicalized to Class-II (high humidity). The MCCB shall have padlocking facility. Any additional specification/items which are not mentioned above, however required for proper functioning of the crane need to be considered during design and shall be approved from OIL.

22.2 Other Details:

A. Make of all components:

(i) Switchgear, relays, MPCB, MCCB: Schneider/ Legrand/ Siemens/ ABB /L&T or equivalent
(ii) HRC Fuses and assembly: GE/L&T or equivalent
(iii) Indicating lamps: LED type of Siemens/ Schneider Electric or equivalent
(iv) VVVFD: ABB/ Siemens/ Schneider Electric or equivalent
(v) Push buttons, Control Switches: Siemens/Schneider or equivalent.
(vi) Cables: CRYSTAL/RPG/POLYCAB/RR/Finolex/KEI/Havells or equivalent
(vii) MCB, RCCB: Schneider/ Legrand/ Siemens/ ABB or equivalent. MCBs two pole type, 10kA breaking, C curve. RCCB- 30mA rating
(viii) Control transformer: Kappa/Precise electrical/Pragati electrical or equivalent.
(ix) Motors: Crompton Greaves/ Bharat Bijlee/ Siemens/ Kirloskar/ABB or equivalent

B. Documentation/Submittals:

(i) Following documents are to be supplied and approved from OIL Engineer in-charge prior to manufacturing/fabrication of the crane.

(a) Details of calculation for selection of motor type and rating.
(b) Detailed electrical schematic and wiring diagram showing all components with ratings, nomenclature, ferruling etc.
(c) Detail of all cables, motors, switchgear components, drives etc. in tabular form. The detail should show ratings, part nos. make etc. besides other details.
(d) Test Layout of all components, earthing system, cables etc.
(e) Detail of overhead bus bar system with complete technical specs.

(ii) Following documents are to be supplied along with the crane. These documents shall also be made available to OIL's representative for necessary review and modification at the time of inspection. One copy of these documents should be sent to OIL along with the inspection call.

(a) Four sets of control drawing for electrical system of the crane.
(b) Four sets of detail of all cables, motors, switchgear components, drives, overhead busbar etc in tabular form. The detail should show ratings, part nos. make etc besides other details.
(c) Four sets of Layout of all components, earthing system, cables etc.
(d) Test report and Guarantee certificate for motors, drives etc.
(e) Load test report of main and auxiliary hoist.

(iii) Following documents are to be supplied after complete testing and commissioning of the crane.

(a) General arrangement drawing, showing to scale the elevation and plan view, indicating clearance, construction of bridge structure, hook approaches, height of lift, location of pendant, wheel base, wheel loads, wheel diameter, wheel spacing, over buffer dimensions, motor rating and absorbed power, speed for all drivers, arrangement of all the drives and other equipment installed on the crane, other technical characteristics, duty & class of the crane, ambient temp. etc. are to be furnished in details as per the enclosed Data Sheet.

(b) General layout drawing of the trolley etc.
(c) Speed torque characteristics of each drive.
(d) Electrical equipment layout drawing.
(e) Current collection arrangement for the crane
(f) Lubrication arrangement for the complete crane. A lubricating chart should be provided in the manual, indicating all lubrication points, the type of lubricants required and the recommended frequency of lubrication.
(g) Recommended list of operational spares along with part no. for a period of 03 (three) years is to be provided along with the supply of items.
(h) An undertaking stating that the design & selection of the crane electrics will ensure that the crane can safely lift & move the specific working load.
(i) Material certificate for all supplied material and guarantees certificate.
(j) In addition to the above, OIL may ask for submission of other drawings, documents, structural, mechanical and electrical calculations of the crane for scrutiny and comments if required.

C. Inspection & Testing: All equipment / components shall be subjected to inspection / testing both during manufacturing and on completion by OIL representatives, at supplier's or his sub suppliers works. Supplier must obtain clearance prior to dispatch from OIL's representative. However, OIL's representative is free to institute any further checks also if he so desires.

D. Commissioning: Complete erection (including base rail) and commissioning as well as load testing of the EOT at site will be under the scope of the supplier.

E. Spares: Minimum one set of all types of MCCBs, MCBs, RCCBs, contactors, MPCB (if used) and relays, fuses, indication lamps etc. (as per BoM approved by OIL) of all rating as used in the motor power and control system shall be supplied with the crane as commissioning spares. Contactors, relays etc. shall be complete with aux contacts, terminal blocks as fitted in the panel. Apart from this one set of critical/mandatory spares required for complete commissioning of the crane shall have to be supplied along with the crane. Cost of these spares shall be included in the offer.

F. Training: Vendor has to arrange for at least two days' O&M training of the EOT crane by OEM or its representative to OIL's personnel at site.

23.0 RECORD KEEPING:

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

23.2 A hindrance registers to be maintained at site by the contractor.

23.3 Register for daily toolbox meeting along with list of daily engaged work persons.

24.0 SPECIAL INSTRUCTION TO THE CONTRACTOR:

24.1 Contractor must use mixture machine and vibrator for the RCC works. The Contractor shall use pump if needed for dewatering for excavation job for which no extra payment will be made.

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

24.3 Efficient workmen to be engaged by the Contractor.

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

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

24.6 Water that may accumulate on the site during progress of the works or in trenches and excavation from other than accepted risks shall be removed from the site to the satisfaction of the Engineer-in-charge and at the Contractor's expense.

24.7 If needed water and electricity will have to be arranged by the Contractor at his own cost. However, if felt, water and single phase power supply may be provided by Company on chargeable basis depending on its availability & approval by the competent authority.

24.8 Necessary signal/ boards to be displayed at proper place by the Contractor at his own cost. The Contractor shall be wholly responsible for any accident arising out of non-fulfilment of this condition.

24.9 Welding and cutting sets with fuel & operator, welder, fitter etc. shall be arranged by the Contractor at his own cost at site for fabrication and erection work.

24.10 Hot and Cold permit, Gas leakage testing certificate issued by the Concerned Department to be submitted by the contractor (wherever applicable) to Engineer-in-Charge before starting of dismantling or the other execution of job.

24.11 Contractor must maintain all the records listed as per contract document and submit the same along with the bill for checking and processing of running and final bill.

24.12 Contractor must submit the MTC documents along with supporting documents like challan/unpriced invoice etc. of the materials, wherever applicable and as directed by Engineer-In-Charge.

24.13 The contractor shall at all times ensure high standard of workmanship, related to the work to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge or

its representative shall have the power to inspect the work in all respects at any and all times up to the completion of the work as also to test or instruct the contractor to test the works or any structure, material(s) or component(s) thereof at the risk and cost of the contractor.

24.14 Should the Engineer-in-Charge on inspection or test be not satisfied with the quality or workmanship, of any work, material or component (the decision of the Engineer-in-Charge being final in this regard), the contractor shall re-perform, replace, re-install and/ or re-erect as the case may be such work, structure material or component.

25.0 MAKE/MANUFACTURER/VENDOR LIST FOR CIVIL ITEMS & EOT CRANE:

Sl. No.	Item Description	Recommended Manufacturer/Brand/Make
1	Steel Reinforcement Bar	SAIL/RINL/TATA/JSW/JSPL/Shyam Steel or equivalent
2	Cement	Star Cement/Dalmia/Ambuja/Ultratech/Birla/ Lafarge or equivalent
3	Structural steel	SAIL/JINDAL/TATA or equivalent
4	Aluminium extruded sections for door/ windows/ventilators /partitions	HINDALCO/JINDAL/NALCO/HALCO/SAI BHAGAWATI or equivalent
5	Water proofing compounds	FORSOC / Pidilite / BASF / SIKA/CICO or equivalent
6	Admixture chemicals	FORSOC / Pidilite / BASF / SIKA/CICO or equivalent
7	Floor hardener/ Epoxy Flooring/ PU Flooring	CICO/SIKA/FOSROC or equivalent
8	uPVC/CPVC Pipes & Fittings	Astral, Ashirvad, Supreme, Prince, Finolex or equivalent
9	Mortise Lock	Godrej / Doorset /Ozone or equivalent
10	Flush Door / Plywood / Block Board / Veneer	Century /Green Ply /Kajaria ply/ Green Panel or equivalent
11	Veneer	Century /Green Ply /Kajaria ply/ Green Panel or equivalent
12	Laminates	Century / Green Ply/ Kajaria Ply/ Greenlam / Marino or equivalent
13	Glass	Saint Gobain/ Gujrat Guardian Glass or equivalent
14	False ceiling	Armstrong/ Anutone /Gyproc Saint-Gobain/ Hunter

		Douglas or equivalent
15	Pre-Engineered Building	Kirby International/Lloyd/Tata Bluescope or equivalent
16	PUF panel	Kingspan Jindal/ Lloyd /Tata /JSW or equivalent
17	EOT Crane	Eddy Cranes Engineers Pvt Ltd./ Electro Mech / Kone crane/Grip or equivalent

Note: Any other major items/materials not listed above but required to be used/supplied for the project, prior approval of make to be obtained from Engineer-in-Charge before procurement. Equivalent make shall be as approved by OIL.

26.0 MAKE LIST OF ELECTRICAL ITEMS:

Sl. No.	Item Description	Approved Make
1	All Cables and Wires	FINOLEX/HAVELLS /POLYCAB/RR KABEL/KEI or equivalent
2	Copper lugs	DOWELL/3D-BILLET/JAINEX or equivalent
3	PVC Conduit	RICHA/PLAZA/AKG/PRESTO PLAST/Anchor or equivalent
4	All industrial switch-socket units	LEGRAND/SCHNEIDER/SIEMENS/HAVELLS or equivalent
5	Ceiling fan, 1400 mm Sweep, White in Colour	HAVELLS(Pacer)/BAJAJ(Kassels)/ORIENT (PSPO)/ USHA /CROMPTON GREAVES or equivalent
6	LIGHT FITTINGS (including Driver) i) 2 X 2 feet recessed LED luminaire ii) LED Highbay Luminaire LIGHT	PHILIPS /CROMPTON/GE/BAJAJ/HAVELLS or equivalent
7	All MCCB	LEGRAND/SIEMENS / ABB /L&T/HAVELLS or equivalent
8	All MCB'S (10KA, C- curve)	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or equivalent

9	All RCBO Note: Make of RCBO, MCBs and box shall be of same make	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or equivalent
10	All MCB DB Note: MCB DB and MCBs/RCBO fitted therein have to be of same make	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or equivalent
11	VTPN DB Note: VTPN DB and all components fitted therein have to be of same make	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or equivalent
12	Modular switches /Socket/Box/ Blank plate	LEGRAND/SCHNEIDER/CRABTREE/HAVELLS/MK or equivalent
13	Modular Fan regulator 100W	LEGRAND/SCHNEIDER/CRABTREE/ INDOASIAN ELVIRA/HAVELLS/MK or equivalent
14	Metal GI Box	LEGRAND/SCHNEIDER/CRABTREE/ INDOASIAN ELVIRA/HAVELLS/MK or equivalent
15	Metal enclosure for MCB	LEGRAND/SCHNEIDER/SIEMENS /L&T/HAVELLS or equivalent
16	Contactor for Lighting Controller	LEGRAND/SIEMENS/GE/HAVELLS/ SCHNEIDER/ABB or equivalent
17	Industrial Wall/Exhaust Fan	USHA/HAVELLS/CROMPTON/BAJAJ or equivalent
18	GI Pipe for earthing	JINDAL/TATA or as approved by OIL.

27.0 PLANTS AND EQUIPMENTS TO BE PROVIDED BY THE CONTRACTOR:

The contractor should be capable of mobilizing the following plants and equipment (minimum) to the site as and when required for successful completion of the job:

(i) Concrete Mixture Machine - 01 no.
(ii) Hydra/Crane - 01 no.
(iii) Concrete Vibrator (Needle Type) - 01 no.
(iv) Slump Cone - 01 no.
(v) Cube mould (150mm x 150mm x 150mm) - 09 Nos.

28.0 THIRD PARTY INSPECTION (TPI):

Third party inspection of Pre-Engineered Building shall be carried out through an approved third-party agency in the approved vendor list of the contract as mentioned below. The inspection shall be carried out as per the Quality Assurance Plan (QAP) which shall be submitted by bidder after signing of contract.

Third Party Inspection Agency shall be any of the following:

(i) M/s Bureau Veritas
(ii) M/s DNV
(iii) M/s Projects & Development India Limited
(iv) M/s Certification Engineers International Limited

Apart from the above four (04) TPI agencies, OIL may also provide additional list of such agencies at its discretion after award of the contract.

29.0 INDEMNITY AND INSURANCE:

29.1 The contractor shall provide insurance covered from the date of starting to the end of defect liability period of the contract for the following events which are due to the contractor's risks.

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

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

29.3 The policies and certificates for insurance shall be submitted by the contractor to the engineer in charge before the actual execution of the work. In case, the Contractor fails to arrange the Insurance as mentioned above against any or all insurable risks, the Contractor shall be liable for loss or damage arising from such events or causes.

29.4 Contractor shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the company.

30.0 INDEMNITY AGREEMENT:

The contractor shall at all times indemnify and keep indemnified the Owner and its personnel from and against all third-party claims whatsoever (including but not

limited to property loss and damage, personal accident, injury or death of or to property or person and any sub-contractor or agents of the contractor or Owner).

31.0 BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE CESS ACT 1996:

31.1 As per BOCW Act, the concerned construction work falls under the purview of Building and Other Construction Workers Welfare Cess Act 1996 and therefore cess will be levied and collected for the purposes of the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, at one per cent of the cost of construction incurred.

31.2 Therefore, the Contractor must register the contract with BOCW Welfare Board at his own cost, obtain Certificate of Registration and submit the same to OIL after signing the contract agreement. No Running Bill shall be paid to the contractor till the Certificate of Registration with BOCW Welfare Board is submitted by the contractor to the Engineer-in-Charge. As per laid down terms and conditions, OIL will deduct and deposit cess of amount equal to one percent (01%) of the bill value (except GST) to the appropriate authority under the concerned registration number during payment of each running bill and final bill.

32.0 As per notification No. PEM/130/2021/40 dated 7th October 2021 of govt of Assam for Assam minor mineral concession Rules, 2013, royalties and contribution towards "Minor Minerals", "District Mineral Foundation Trust Fund (DMFT) and "Mines and Mineral Development, Restoration and Rehabilitation Fund" (MMDRPF) to the deposited as applicable directly through the website www.assamforestonlin.in.

The rates of Royalties as per the "Third Schedule" of Notification No PEM 130/2021/40 dated 7th October, 2021 are as follows:

Sl. No.	Work	Appropriate amount of Royalty of Minor Mineral as percentage of Project Cost excluding taxes as GST, IT etc.
I	RCC Building/RCC Work	2.00 %
II	Assam Type Building (Single floor)	1.00 %
III	Assam Type Building (Ground floor + 1 or more)	2.00 %
IV	RCC Bridge Work	2.00 %
V	DBM & BC Work	2.00 %
VI	Road improvement / Re-construction Work	3.00 %
VII	New Road Construction Work with Bituminous Work	6.00 %
VIII	New Road Construction Work with ICBP	3.00 %
IX	Earth Work/ Ordinary Clay	9.00 %
X	Earth Work along with Geobag Protection Work	3.50 %
XI	Earth Work along with Boulder Protection Work	5.50 %
XII	River Protection Work with Boulder	4.00 %
XIII	River Protection Work with Geobag	1.50 %
XIV	River Protection Work with Boulder and Geobag	2.00 %

XV	Head work/Brick work of irrigation projects	4.00 %
XVI	Pradhan Mantri Awas Yojana (PMAY)	1.00 %

32.1 As per Notification No. PEM 130/2021/55 Dated 16th December, 2021 in addition to the royalties, a sum of 10% of the royalty as per the 3rd schedule must be deposited in each of the District Mineral Foundation Trust (DMFT) and Mines and Mineral Development Restoration and Rehabilitation Fund (MMDRRF).

32.2 The Contractor will be liable to ensure to have registered in the portal www.assamforestonline.in and to submit self-attested copy of the corresponding of Forest Royalty, DMFT & MMDRRF against the project. Contractor will be responsible for procurement of material in its own registration and to issue its own e-challan as applicable.

32.3 OIL will reimburse the amount at actuals against submission of self-attested copy of e challan/receipt/certificates generated from the portal along with running bills.

32.4 However, OIL will release the final bill only after ensuring that all relevant certificates issued by concerned authority against payment of Forest Royalty, DMFT & MMDRF are submitted by the contractor to CIVIL-HOD for the job executed.

33.0 GENERAL REQUIREMENT

33.1 Contractor shall be solely responsible for providing all requirements to his personnel, including payment of wages & all allowances, PPEs etc. as mentioned in the contract.

33.2 Jobs carried out by the contractor shall be inspected by Engineer In-charge or his representative. In case any non-conformance is observe, contractor will have to attend/rectify/repair the same at their own cost within stipulated time.

33.3 The Contractor shall arrange gate passes for all their personnel and all personnel shall display their passes when on duty to the any installation/plant security as and when asked for.

33.4 OIL will not be liable for any loss, theft or any other damage to the contractor's property in OIL premises including that of the contractor's employees or any third party personnel.

33.5 The Contractor shall provide at his own expenses, facilities like transport, boarding & lodging, medical etc. to all his employees, working under the Contract. All medical care, hospital treatment expenditure, etc. shall be the responsibility of the Contractor.

33.6 Contractor shall ensure that his personnel on duty will perform their assigned duties safely, effectively and efficiently.

33.7 No additional terms & conditions over and above the conditions mentioned in the contract shall be entertained.

33.8 The Company's Engineer shall have power to:

(i) Order the Contractor to remove any inferior material(s) from the site and to demolish or rectify any work of inferior workmanship, failing which the

Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

(ii) Order the Contractor to remove or replace any workman/ supervisor/ engineer/ project-in-charge or any other contactor's personnel who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any personnel engaged by the Contractor shall be final and binding on the Contractor.

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

33.9 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities and items stipulated in (SOQ).

34.0 MOBILIZATION:

34.1 Mobilization Period: **Thirty (30) days** from the date of issue of LOA.

34.2 Activities:

(i) Submit valid Electrical Contractor's License issued, in the name of the contractor/ their collaborator/ associator (as the case may be) by any State Government **or** Union Territory Electrical Licensing board of India.

(ii) The Kick off meeting shall be held during mobilization period.

35.0 DURATION OF THE CONTRACT: The duration of the contract shall be for a period of **64 (Sixty-Four) weeks** from the date of issuance of LOA (inclusive of mobilisation period).

36.0 PERFORMANCE SECURITY: **10.00 % of Total Contract Value.**

37.0 FORCE MAJEURE: In case of Force Majeure, no Force Majeure Rates shall be paid.

38.0 REMUNERATION & TERMS OF PAYMENT:

38.1 The total estimated Contract Price as indicated in Schedule of work, quantities & rates-Part II of this Contract is inclusive of all statutory liabilities viz. Corporate Income Tax, Personal Tax, etc. and GST. The Company shall pay the Contractor only for actual work done at the all-inclusive rates set down in Part-II of this Contract.

38.2 Progressive payments to contractor shall be made for the activities as stated below to the extent of weightage mentioned against each activity on basis of Contract price (Quoted price).

Sl. No.	Description of work	Wt%	Payment Limited to
A	**PROJECT MANAGEMENT and ENGINEERING FOR**		**7.5 % of Total Contract Price**
A1	Submission and Approval of: a) Project Schedule b) WBS breakup (Bar chart with weighted percentage c) Communication matrix and responsibility matrix for the whole project. d) Project Organograms	10%	
A2	a) Soil investigation report Submission. b) Preparation of Design basis & Detailed Project Report including BOM/ BOQ and Submission to OIL	10%	
A3	Preparation and submission of working drawings of the PEB structure phase wise as per requirement, Vetted by IIT/NIT and OIL	40%	
A4	Physical mobilization of equipment tools of equipment/Tools and tackles required for construction and ready to start site work to the entire satisfaction of OIL	10%	
A5	Submission of all quality and HSE documents	10%	
A6	Engineering – Submission of As-Built documents (drawings)	10%	
A7	Engineering- Completion of all works in all respects and against issuance of completion certificate	10%	
B	**Procurement (Supplies)**		**20% of Total Contract Price**
B1	1. Placement of Purchase orders (List of raw materials for major items/critical items, packaging systems. Miscellaneous items and Bar charts with weighted percentage will be agrees after award of contract) 2. Verification of materials by OIL or 3rd party and certification. 3. Ready for Delivery of items against Proof of shipment/dispatch of materials on Pro-rata Basis. **Note: Payment for Sl. no.(B1) shall be made against dispatch /proof of shipment only.**	50%	
B2	Payment shall be made on **pro rata basis** against delivery of the items at site along with all the relevant documents VIZ. test certificates, IRN (Invoice reference Number), tax invoice, delivery challan etc	40%	

B3	Completion of erection/construction activities and total plant ready for commissioning	10%	
C	**Procurement (Supplies)-EOT CRANE structure**		**20% of Total Contract Price**
C1	1.Placement of Purchase orders (List major items/critical items, packaging systems. Miscellaneous items and Bar charts with weighted percentage will be agreed after award of contract) 2.Verification of materials by OIL or 3rd party and certification. 3.Ready for Delivery of items against Proof of shipment/dispatch of materials on Pro-rata Basis. **Note: Payment for Sl. no.(C1) shall be made against dispatch /proof of shipment only.**	50%	
C2	Payment shall be made on **pro rata basis** against delivery of the items at site along with all the relevant documents VIZ. test certificates, IRN (Invoice reference Number), tax invoice, delivery challan etc	40%	
C3	Completion of erection activities and total plant ready for commissioning and installation	10%	
D	**CONSRUCTION, INSTALLATION AND COMMISSIONING**		**52.50 % of Total Contract Price**
D1	Construction: All site work, Construction (civil and structural), installation of PEB structure, painting, Instrumentation, Electrical works and testing as certified by OIL on **pro-rata basis** as per the approved schedule of activities/ Billing schedule	50%	
D2	Successful installation and commissioning of EOT crane.	50%	

PAYMENT SUMMMARY:

(i) Payment against Sl. No. (A1), (A2), (A3), (A4), (A5), (A6), (A7), (B3) (C3) AND (D2) shall be made upon completion of these activities and acceptance by OIL.

(ii) Payment against Sl. No. (B1), (B2), (C1), (C2), and (D1) shall be made as under:
(a) On pro rata basis depending upon progress/procurement status of each activity.
(b) Contractor shall not be eligible for any payment against part supply of item.

(iii) BILLING SCHEDULE:

A billing schedule shall be prepared upon finalization of BOM/BOW. The billing schedule shall be duly approved by OIL and the same shall be referred for raising RA bills by the contractor along with the schedule of payment.

Note: All Invoices are to be sent to the following address:

CGM-CIVIL (HOD)
Civil Engineering Department
Oil India Limited
P.O. Duliajan-786602, Dist. Dibrugarh, Assam

39.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORKS AND SERVICES: In the event of the Contractor's default in timely completion within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value.

40.0 PENALTY: The Site Engineer shall be deployed by the contractor within 30 days of award of contract. In case of non-deployment/absence of Site Engineer during the course of execution of the contract, recovery at the rate of INR 1500/- per day will be made from the Contractor's running account bill. Sundays and OIL declared holidays will not be considered for the purpose of recovery and only absence during the working days will be considered for calculation of the same.

41.0 SUB-CONTRACTING: Contractor may sub-contract the EOT Crane facility and Electrical Works against this contract.

42.0 DEFECT LIABILITY, WARRANTY/GUARANTEE:

40.1 Defects Liability Period: The Defect Liability Period of all the items and works carried out under this contract shall be for a period of **12 months** from the date of handover as accepted and certified by OIL.

40.2 WARRANTY /GUARANTEE: Warranty for one year has to be given from the date of handover as accepted and certified by OIL for all the items/works. Contractor shall arrange for repair/ replacement, as required by OIL, of defective parts/works within one month of reporting of the same by OIL. The warranty shall be over and above the warranty declared by the respective manufacturers for the individual components.

40.3 WARRANTY FOR ELECTRICAL ITEMS: Warranty for **one year** has to be given from the date of handover of complete job to OIL for all the electrical items including EOT crane. Contractor shall arrange for repair/ replacement, as required by OIL, of defective parts within one month of reporting of the same by OIL. The warranty shall be over and above the warranty declared by the respective manufacturers for the individual components.

43.0 AREA OF OPERATION:

Electrical Engineering Department, Oil India Limited, Duliajan, Dibrugarh, Assam, 786602.

44.0 HEALTH, SAFETY & ENVIRONMENT POLICY (HSE): The Contractor shall abide by the HSE (Health, Safety & Environmental) POINTs as mentioned below:

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

43.2 Contractor's arrangement for health and safety management shall be consistent with those of the company (OIL).

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

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

43.5 Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet, Full Body harness and Fall Prevention Devices shall conform to relevant IS Codes. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/penalty due to non-adherence to PPE shall be binding to the Contractor.

43.6 The Contractor may frame a mutually agreed bridging document if required between OIL & the Contractor for all issues not envisaged under the terms and conditions of the contract with the roles and responsibilities clearly defined.

43.7 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

43.8 Standard Operating Procedures (SOPs) related to scope of work shall be handed over to the representative of OIL by Contractor including an assessment of risk, wherever possible and safe method to deal with it/them. The SOP should clearly mention the risk arising to men, machineries & material from the operations to be done by the Contractor and how it is to be managed. However, in case of any doubts, the Contractor shall reconfirm the same from the Engineer In Charge (OIL).

43.9 Contractor has to ensure that all work is carried out in accordance with the Statute and the SOP for the job. For the purpose, he may deploy adequate qualified and competent personnel for carrying out the job in a safe manner. The work which is not covered under SOP, the Contractor shall develop it and submit to the representatives of OIL.

43.10 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

43.11 Necessary cold and hot work permits, wherever applicable, including excavation clearance and permission for working at height, Confined Space Entry are to be obtained by the competent person of the Contractor from user department/authorized representative of OIL before start of the job(s). Work permit should be in line as per the guidelines issued by HSE Department.

43.12 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc.) the contractor will not have any objection to any such training.

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

43.14 The contractor should prevent the frequent change of his deployed employees as far as practicable. However, if OIL Engineer In Charge found any person not appropriate with respect to the job, the Contractor has to remove the person and replace a suitable person within the timeline as per the terms of the Contract.

43.15 OIL will communicate all information to the Contractor or his authorized representatives only. Contractor shall submit details of authorized representative wherever applicable.

43.16 The Contractor shall have to report all incidents including near miss to the representatives of OIL.

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

43.18 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor and their medical treatment/facilities in case of accidents should be provided by the same Contractor. The Contractor's personnel should be aware about the existing as well as probable hazards and ensure their training to tackle such untoward events by the Contractor.

43.19 Necessary sign board/warning signals like caution, "hot work" in progress, emergency telephone numbers, no entry without permission etc. should be used

wherever applicable. The said signals/sign boards shall have to be arranged by the Contractor and shall be in line with the circular of signboards issued by HSE Department, Oil India Limited.

43.20 Barricading of area to be done with reflecting tapes as applicable during work.

43.21 The First-Aid box should be provided by the Contractor and the same has to be kept ready to use at the site throughout the working hours.

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

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

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

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

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

43.27 The Contractor or his representative shall arrange daily toolbox meetings and maintain records.

43.28 All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.

43.29 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

45.0 IMPORTANT ELECTRICAL DOCUMENTS:

44.1 The contractor shall submit a valid Electrical Contractor's License, issued by any State Government **or** Union Territory Electrical Licensing board of India, in their name within 30 days from date of award of the contract, i.e., within mobilisation period.

In case the bidder does not have the requisite Electrical Contractor's License, they may collaborate/ Associate with any vendor having Electrical Contractor's License issued by any State Government **or** Union Territory Electrical Licensing board of India. In such case the bidder shall submit, a copy of MOU entered with the Collaborator/Associator in this regard along with a valid Electrical Contractor's License of their Collaborator/ Associator issued by any State Government **or** Union Territory Electrical Licensing board of India within 30 days from date of award of the contract, i.e., within the mobilization period.

44.2 All certificates/permits/licenses should be renewed as & when necessary to keep it valid throughout the contractual duration.

46.0 NOTICES:

Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

<table>
<tr><td colspan="2">COMPANY</td></tr>
<tr><td>a) For CONTRACTUAL MATTERS

CGM-Contracts (HoD)
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
PO DULIAJAN - 786602
ASSAM, INDIA
Phone No. 91-374-2808650
Email: contracts@oilindia.in</td><td>b) For TECHNICAL MATTERS

CGM – CIVIL (HoD)
CIVIL ENGINEERING DEPARTMEN
OIL INDIA LIMITED,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.
Phone No. 91-374- 280 8850
Email: ghazarika@oilindia.in</td></tr>
<tr><td colspan="2">CONTRACTOR

_____

_____

Phone No.:</td></tr>
</table>

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

GOODS & SERVICE TAX

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

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

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

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

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

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

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

8. Where the OIL is not entitled to avail/take the full input tax credit of GST: OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

10. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

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

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

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

14. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.

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

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

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

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

19. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

20. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

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

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

23. In case of statutory variation in GST, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

30. OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

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

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

Any invoice issued shall contain the following particulars:

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

Note: OIL GSTIN numbers are as follows:
Assam: 18AAACO2352C1ZW
Arunachal Pradesh: 12AAACO2352C1Z8

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

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

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

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

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

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

****

PART-V

SAFETY MEASURES (SM)

To,

CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of work/service: Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.

Sir,

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

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

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

i) _____

ii) _____

iii) _____

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

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

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

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

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

g) We shall abide by the HSE (Health, Safety & Environmental) points mentioned in the Special Conditions of Contract (SCC):

(Seal) Yours Faithfully,

Date_____ M/s._____

FOR & ON BEHALF OF CONTRACTOR

****

PART-VI

INTEGRITY PACT (IP)

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.** The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder

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

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

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

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

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

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

6. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.

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

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

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

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

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

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

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

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

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

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

Section 4 -Compensation for Damages

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

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

Section 5 -Previous transgression

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

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

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

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

2. The Bidder undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7- Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible Independent External Monitor (IEM) for this Pact.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Bidder accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. If case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall 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	**For the Bidder/Contractor**
	Witness 1: .....
	Witness 2: .....

Place.
Date .

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

PRICE BIDDING FORMAT

DESCRIPTION OF WORK/SERVICE: Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.

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

NAME OF BIDDER (Vendor Code)	
Bidder's GSTIN No.	
SAC/HSN Code	

Item No.	Description of Services (For detailed description of Services Refer SOQ)	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Applicable GST Rate in %	Applicable GST (Select from Drop down List)	Total Amount (Rs.) Excluding GST	Total Amount (Rs.) Including GST
			A	B	C		D = A * B	E = D+(D * C)
10	Total cost for the entire work as mentioned in the scope of Work of the tender document which inter-alia involves detail engineering, design, procurement of all materials, project-management, construction management including fabrication, transportation, erection of pre-engineered building (PEB) with EOT crane facility (including procurement, installation & commissioning of EOT crane etc.) and related to civil and internal electrification work.	LSM	1.00				0.00	0.00
						Total Contract Cost in Rs	-	-

This cost is to be maintained under the "TOTAL BID VALUE" in the e-tender portal. Refer Clause 10.0 of Forwarding Letter for details.

1. DURATION OF THE CONTRACT: 64 (Sixty-Four) weeks from the date of issuance of LOA (inclusive of mobilization period) .

2. MOBILIZATION PERIOD: Thirty (30) days from date of issue of LOA.

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

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

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

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

6. Price Bid furnished without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST.

If a bidder mentions taxes as extra, taxes mentioned by OIL on the Purchase Order / Contract will be binding.

7. 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.

8. Refer to GCC & SCC for details of GST.

9. Refer to SCC for detailed description of the service.

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

BID FORM

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

Sub: IFB No. CDI7774P25 - Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.

Gentlemen,

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

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

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

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

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

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

Dated this _____ day of _____ 2024.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

SUB: OIL's IFB No. CDI7774P25

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against IFB No. **CDI7774P25** for **Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA FOR LETTER OF AUTHORITY

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

Dear Sir,

SUB: OIL's IFB No. CDI7774P25

We, _____ of _____ confirm that Mr. _____ _____ (Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against IFB No. **CDI7774P25** for **Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan** for any commercial / Legal purpose etc.

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

Authorised Person's Signature: _____

Name: _____

Yours faithfully,

Signature: _____

Name & Designation _____

For & on behalf of _____

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

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

GST Registration Number:

_____

Signature of Bidder with Official Seal

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN – 786602

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ___ day of _____ 20_____.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suo moto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Contd.....P/2

Page No.2

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs……..

b) This guarantee shall be valid till ……..

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …… (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

a) SIGNATURE AND SEAL OF THE GUARANTORS_____
b) Designation_____
c) Name of the Bank_____
d) Address_____

Note:

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

******* The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

(i) MT 760/ MT 760 COV for issuance of Bank Guarantee
(ii) MT 760/ MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK, Duliajan Branch; IFSC Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Ltd., Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam -786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
M/s. OIL INDIA LIMITED,
CONTRACTS DEPARTMENT
DULIAJAN, ASSAM, INDIA, PIN - 786602.

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the _____day of _____

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:
BANK FAX NO:
BANK EMAIL ID:
BANK TELEPHONE NO.:
IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

Contd.....P/2

Page No.2

Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall is restricted up to Rs……..

b) This guarantee shall be valid till ……..

c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before …… (Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ……. (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

a) SIGNATURE AND SEAL OF THE GUARANTORS_____
b) Designation_____
c) Name of the Bank_____
d) Address_____

Note:

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

******* The Bank Guarantee issuing bank branch shall ensure the following:

a. The Bank Guarantee issued by the Bank must be routed through SFMS platform as per following details:

(iii) MT 760/ MT 760 COV for issuance of Bank Guarantee
(iv) MT 760/ MT 767 COV for amendment of Bank Guarantee

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to ICICI BANK, Duliajan Branch; IFSC Code – ICIC0000213; SWIFT Code – ICICINBBXXX; Branch Address: ICICI Bank Ltd., Kunja Bhavan, Daily Bazaar, Duliajan, Dibrugarh, Assam -786602.

b. Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.

c. Further correspondence against BG towards Bid Security must contain the Tender Number.

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of _____ for Rs. _____ (being **10.0 % of the total contract value**).

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

Contd.....P/2

(a) PART-I	indicating the General Conditions of this Contract;
(b) PART-II	indicating the Schedule of work, unit, quantities & rates;
(c) PART-III	indicating the Special Conditions of Contract;
(d) PART-V	indicating the Safety Measures.
(e) PART-VI	indicating Integrity Pact (IP)

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of Company (Oil India Limited)	For and on behalf of Contractor (M/s. _____)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

Format of undertaking by Bidders towards submission of authentic information/documents (To be typed on the letter head of the bidder)

Ref. No. _____ Date _____

To,
The CGM-Contracts (HoD)
Contracts Department,
OIL, Duliajan

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your Tender No. CDI7774P25

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/ fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

(TO BE EXECUTED BY THE AUTHORIZED SIGNATORY OF THE BIDDER ON THE OFFICIAL LETTER HEAD OF THE BIDDER)

CERTIFICATE OF COMPLIANCE TO FINANCIAL CRITERIA

Ref.: Note '2' under Clause 3.0 Financial Criteria of BEC-BRC of Tender No. CDI7774P25

I _____ the authorized signatory(s) of _____ (Company or Firm name with address) do hereby solemnly affirm and declare/ undertake as under:

The balance sheet / Financial Statements for the financial year _____ have actually not been audited as on the Original Bid Closing Date.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Note: This certificate is to be issued only considering the time required for preparation of Financial Statements i.e. if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the Original Bid Closing Date.

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of M/s..... (Name of the Bidder) for the last three (3) completed accounting years up to ..... **(as the case may be)** are correct.

YEAR	**TURN OVER** In INR (Rs.) Crores	**NET WORTH** In INR (Rs.) Crores

Place:
Date:
UDIN:
Seal:

Membership Code & Registration No.:
Signature

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. .....for an amount of INR..... valid up to ..... as per terms and conditions of Tender / Contract No. .....

BG issuing bank details:

Bank: Branch: IFS Code:	
Contact Details E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
Correspondence Address H No/Street/City:	State: Country: Pin Code:

Declaration:

We have arranged to send the confirmation of issuance of the bank guarantee via SFMS portal through our bank using the details mentioned in the tender and hereby confirming the correctness of the details mentioned.

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No.: _____

Enclosure: Original bank guarantee

Proforma of Bank Guarantee towards Purchase Preference – Local Content

Ref. No. _____ Bank Guarantee No. _____
Dated _____

To,

Oil India Limited

_____

_____

India

Dear Sirs,

1. In consideration of _____ _____ (hereinafter referred to as OIL, which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No._____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and OIL having agreed that the CONTRACTOR shall furnish to OIL a Bank guarantee for India Rupees/US$ _____ for the faithful fulfillment of conditions pertaining to Local Content in accordance with the value mentioned in the certificate of Local Content submitted by the contractor for claiming purchase preference under the Purchase Preference Policy (linked with Local Content).

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay to OIL immediately on first demand in writing any/all money to the extent of Indian Rs./US$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by OIL on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thin whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is

discharged by OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operating against the bank.

3. The Bank also agrees that OIL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that OIL may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees the OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in OIL against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of OIL or any indulgence by OIL to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of OIL under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till OIL discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of OIL or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, out liability under this Guarantee is limited to Indian Rs./US$(in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____(indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of OIL under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of OIL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this _____ date of _____ 20___ at _____

WITNESS NO.1 _____ (Signature) Full name and official address (in legible letters) Stamp WITNESS NO.2 _____ (Signature) Full name and official address (in legible letters) Stamp	_____ (Signature) Full name, designation and address (in legible letters) With Bank Attorney as per power of Attorney No._____ Dated _____

UNDERTAKING FOR LOCAL CONTENT
(To be submitted in the letter head of the bidder)

Ref. No. _____ Date _____

To,
CGM- CONTRACTS (HoD)
Contracts Department,
OIL, Duliajan

SUB: UNDERTAKING FOR LOCAL CONTENT

Dear Sir,

We, _____ (Name of the bidder) have submitted Bid against Tender No. _____ dated _____ for **'Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.'**

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any). The percentage of Local Content is _____ %.

We further declare that the percentage of Local content for the tendered Goods/Services has been calculated in conjunction with the directive issue by Ministry of Petroleum and Natural Gas vide notification no. **FP-20013/2/2017-FP-PNG-Part (4) (E-41432)** dated **26.03.2024.**

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

FORMAT FOR HINDRANCE REGISTER

Description of Project:..... **Contract No. & Date:**.....

Contractor's Name:..... **Scheduled Completion Date:**.....

Sl No.	Nature of Hindrance	Items of work that could not be executed because of this hindrance	Date of start of Hindrance	Date of Removal of Hindrance	Period of Hindrance	Overlapping period, if any	Net Hindrance days	Remarks
Signature of Contractor's Representative			**Signature of Engineer-in-charge**			**Signature of HoD**		

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. **CDI7774P25**

We, _____ (name of bidder), hereby confirm that:

(1) We are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law.

(OR)

(2) No insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against us.

Place: _____

Date: _____

_____
(Name & Signature of the authorised
signatory of the bidder)

DECLARATION THAT BIDDER IS NOT UNDER HOLIDAY LIST/DELISTED/BLACKLISTED/DEBARRED IN OIL

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding Holiday List, debarment etc.

Ref: Tender No. **CDI7774P25**

We, _____ (Name of the bidder) hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/banning list by OIL debarring us/them from carrying on business dealings with OIL.

Place: _____

Date: _____

_____
(Name & Signature of the authorised
signatory of the bidder)

Declaration by the vendor/party for confirmation of Term deposit/Fixed Deposit from the issuing bank

To,
M/s Oil India Limited,
P.O. Duliajan, Assam, India

Sub: **Contract No. .....**

Full address of the issuing bank	:	
Branch Code	:	
Authorised signatory with full name and designation	:	
Phone (Mobile) Numbers of the branch	:	
Email address of the branch	:	
Such fixed/term deposit must be pledged in favour of OIL and it must in the printed form on the physical original FDR in words "Pledged in favour of Oil India Limited"	:	

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bank:

EXHIBIT–I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTIONG

(REF. CLAUSE NO. 9.6 OF THE BEC-BRC)

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT–II

UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 9.8 OF THE BEC-BRC

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,
For (type name of the firm here)

Signature of Authorized Signatory

Name:
Designation:
Phone No.
Place:
Date:

(Affix Seal of the Organization here, if applicable)

BID SECURITY DECLARATION

(To be submitted on Bidder's letter head in case bidder is exempted from Bid Security/EMD)

To,
CGM-CONTRACTS (HOD)
OIL INDIA LIMITED
P.O. DULIAJAN – 786602
Assam, India

Sub: BID SECURITY DECLARATION IN RESPECT OF TENDER NO. **CDI7774P25**

Dear Sir(s),

I/We, the undersigned, declare that:

1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Securing Declaration'.

2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Yours faithfully,

For (Name of the firm _____)

Signature of Authorised Signatory

Name:

Designation:

Place:

Date:

(Affix Seal of the Organization here, if applicable)

Sample Format of authorization letter from OEM
(To be typed on the letterhead of the OEM)

Ref. No_____ Date _____

To,
CGM – Contracts (HoD)
Oil India Limited,
Duliajan -786602

Sir,

Sub: Authorization Certificate

Ref: Your tender enquiry No._____ Dated _____.

1.0 We are the Original Equipment Manufacturer of EOT crane, marketed in the brand name of ---------- in India. M/s----------(with detail address) is our Authorized dealer/Authorized service centre.

2.0 We affirm that the M/s ---------- is capable of providing all services with respect to installation, commissioning, training etc related to EOT crane manufactured by us. However, all onsite technical support shall be provided to them whenever required.

3.0 Upon award of the contract, we shall provide full OEM support during the warranty period of the equipment that OEM provides.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:
Designation:
Phone No.:
Place:
Date:
Email:

(Affix Seal of the Organization here, if applicable)

UNDERTAKING FOR EOT CRANE FACILITY
(To be submitted in the letter head of the bidder)

Ref. No. _____ Date _____

To,
CGM- CONTRACTS (HoD)
Contracts Department,
OIL, Duliajan

SUB: UNDERTAKING FOR EOT CRANE FACILITY

Ref: Tender No. CDI7774P25 for **'Engineering, Procurement, Construction and Commissioning of Electrical Cable Handling Workshop with EOT Crane Facility including internal electrification and supply of all materials, at Electrical Engineering Department, OIL, Duliajan.'**

Dear Sir,

We, _____ (Name of the bidder) hereby declare that we do not have the requisite experience for providing the service of EOT Crane facility. Hence, we are submitting a copy of MOU entered with the OEM/Authorized dealer or authorized service center/ other experienced vendors (as applicable) towards providing the service for EOT Crane facility in the event of award of a contract on us resulting from Tender No. _____ dated _____ of Oil India Limited

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

UNDERTAKING ON ELECTRICAL LICENSE

To,
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding Electrical Contractor's License

Ref: Tender No. _____

We, _____ (name of bidder), hereby undertake that:

In the event of award of a contract on us, we will submit a valid Electrical Contractor's License issued, in our name or our collaborator's/associator's name (as the case may be) by any State Government **Or** Union Territory Electrical Licensing board of India.

In case the electrical jobs of the scope of the Tender is done by our collaborator/associator we shall also submit an MOU with the collaborator/associator to this effect.

We also undertake that the above mentioned licence/MOU (as applicable) shall be submitted within 30 days from date of award of the contract, i.e., during the mobilization period.

Place: _____

Date: _____

_____
(Name & Signature of the authorised
signatory of the bidder)

Sl. No.	Clause No. of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	**BEC-BRC Clause No. 1.0**	**The bidder must be incorporated/constituted in India and must maintain equal to or more than 20% local content (LC) for the offered services to be eligible to bid against this tender.** Submission of documents during bidding & execution of contracts, provision of Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable. Calculation of Local content for the offered services is in conjunction with the directive issued by Ministry of Petroleum and Natural Gas vide notification no. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the			

		bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate. Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) Without specifying the unit rates and bid amount in the technical bid, the bidder must specify the **percentage (%) of local content** in their bid as per format prescribed in **PROFORMA-XIV (duly signed & sealed by the Power of Attorney holder),** without which the bid may be rejected being non-compliant. Such undertaking shall become a part of the contract, if awarded. (b) Along with the technical bid, bidder must submit a copy of their Certificate of Incorporation/Registration or any other valid document(s) which substantially establishes its constitution in India.			
2	**BEC-BRC Clause No. 2.1**	**Experience:** The bidder must have successfully executed/completed similar works against tender over the last 7 (seven) years reckoned from the Original Bid Closing date in Central/State Government/ PSUs/ Nationalized Banks/ Public Limited Company of minimum value of either of the following: **One** similar work of value= **₹ 3,69,23,000.00** **Or** **Two** similar works of value= **₹ 2,30,77,000.00** each **Or**			

		Three similar works of value= **₹ 1,84,62,000.00** each			
3	**Notes to BEC-BRC Clause No. 2.1**	i) **'SIMILAR WORK'** mentioned above means experience in **"Construction of Pre-Engineered Building (PEB) with EOT Crane Facility".** **Note:** Successful completion of aforesaid work where in the scope of contract involves detail engineering, design, procurement of all materials, project management, construction management including fabrication, transportation, erection of Pre-Engineered Building (PEB) with EOT Crane facility and related civil and internal electrification work.			
		ii) For proof of requisite Experience (refer Clause No. 2.1), the following documents/ photocopy (self-attested/attested) must be submitted along with the bid: A. Contract document/LOA/WO showing details of work, **AND** B. Job Completion certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work. The submitted document(s) must contain the following: (i) Nature of job done and Work Order No. /			

		Contract No. (ii) Gross Value of Work Done. (iii) Contract period /Contract start and date of completion.			
		iii) In case the bidder does not have the requisite experience of providing EOT Crane facility, they may associate with OEM (Original Equipment Manufacturer) of EOT crane /Authorized dealer or authorized service center of OEM of EOT crane /any other vendor having past experience of supply and installation of EOT Crane with all ancillary works to carry out the EOT Crane part of the scope of the tender. A. In such case the bidders must submit the following documents: (i) In case of OEM, they must submit self-certified document to this effect. (ii) In case of authorized dealer or authorised service center of OEM of EOT crane, they must submit certificate from its OEM, stating that they are their authorised dealer/Authorised service center. Please refer **PROFORMA-XXII** for the format of OEM certification. (iii) In case of other experienced vendor, they must submit the following documents issued by any Central/State Government/ PSUs/ Nationalized Banks/ Public Limited			

		Company in India: (a) Contract document/ LOA/WO showing details of work, **AND** (b) Job Completion certificate(s) issued by the client(s) for the above contract or any other document(s), which can substantiate the successful execution of work over the last 7 (seven) years reckoned from the Original Bid Closing date. The submitted document(s) must contain the following: (i) Nature of job done and Work Order No. / Contract No. (ii) Contract period/Contract start and date of completion. **Note:** The participating bidder, who does not have requisite experience towards providing EOT crane facility, such bidder must furnish a copy of MOU entered with the OEM/Authorized dealer or authorized service center of OEM/other experienced vendors (as applicable) towards providing the requisite service under cover of a letter, format of which is given in **PROFORMA-XXIII.**			

		iv) Only Letter of Intent (LOI)/Letter of Award (LOA) or Work Order(s) shall not be accepted as evidence i.e. mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value/volume, as stipulated respectively under Clause Nos. 2.1 will only be treated as acceptable experience. v) Following work experience will also be taken into consideration: (i) 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. vi) **'SIMILAR WORK'** executed by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC. **Note to Technical Criteria:** (a) It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate.			

		(b) In case requisite experience is against OIL's Contract, bidder shall only require to categorically specify OIL's Contract Number and date. vii) Any Bidder, if participated in the tender as Joint Venture **Or** Consortium with another party, such offers shall not be considered for evaluation. viii) Experience of executing **'SIMILAR WORK'** through 'sub-contracting' shall not be considered for evaluation.			
4	**BEC-BRC Clause No. 2.2**	The bidder shall submit, along with their bid, an undertaking as per **PROFORMA-XXIV** that they will submit a valid Electrical Contractor's License issued by any State Government **or** Union Territory Electrical Licensing board of India within 30 days from date of award of the contract, i.e., within mobilization period. **Or** In case the bidder does not have the requisite Electrical Contractor's License, they may collaborate/ Associate with any vendor having Electrical Contractor's License issued by any State Government **or** Union Territory Electrical Licensing board of India. In such case the bidder shall submit, along with their bid, an undertaking (**as per PROFORMA-XXIV**) declaring that they will submit a copy of MOU entered with the Collaborator/ Associator in this regard along with a valid Electrical Contractor's License of their Collaborator/ Associator issued by any State Government **or** Union			

		Territory Electrical Licensing board of India within 30 days from date of award of the contract, i.e., within the mobilization period.			
5	**BEC-BRC Clause No. 2.3**	All certificates/permits/licenses should be renewed as & when necessary to keep those valid throughout the contractual duration.			
6	**BEC-BRC Clause No. 3.1**	Annual Financial Turnover of the bidder from operations in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 1,87,50,000.00** (Rupees One Crore Eighty Seven Lakh Fifty Thousand) only. **Note: Annual Financial Turnover** of the bidder from operations shall mean: "Aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (i.e. bidding entity, as the case may be) during a financial year" as per the Companies Act, 2013 Section 2 (91).			
7	**BEC-BRC Clause No. 3.2**	**Net worth** of bidder must be positive for preceding financial / accounting year. **Note**: **Net worth** shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet but does not include			

		reserves created out of revaluation of assets, write-back of depreciation and amalgamation.			
8	**Notes to BEC Clause No. 3.0**	1. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: (i) A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XI.** or (ii) Audited Balance Sheet along with Profit & Loss account. ***Note:** • Mention of UDIN (Unique Document Identification Number) is mandatory for all Certificates issued w.e.f. February 1, 2019 by Chartered Accountant in Practice. • In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available.			

		However, bidder to provide documentary evidences for the same.			
		2. Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months/ within the due date for furnishing of audit report as per Section 139(1) of IT Act, 1961 (read along with latest circulars/notifications issued by CBDT from time to time) reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial / accounting years excluding the preceding financial / accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit / undertaking certifying that the balance sheet / Financial Statements for the financial year _____ have actually not been audited so far, as per format prescribed in **PROFORMA-X.**			
		3. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under Para **1** and **2** above.			
9	**BEC-BRC Clause No. 4.1**	Bids are to be submitted under **Single-Stage Two-Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid in their			

		respective fields in e-tender portal. Only the price Bid should contain the quoted price. **There should not be any indication of price in the Un-priced Techno-Commercial bid; otherwise, the bid shall be rejected straightway.**			
10	**BEC-BRC Clause No. 4.2**	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non- responsive and rejected. **Note: The breakup of the quoted/ offered price i.e., duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.**			
11	**BEC-BRC Clause No. 4.3**	Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.			
12	**BEC-BRC Clause No. 4.4**	Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted.			
13	**BEC-BRC Clause No. 4.5**	Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which			

		case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.			
14	**BEC-BRC Clause No. 4.6**	Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.			
15	**BEC-BRC Clause No. 4.7**	Bids are invited under **Single-Stage Two-Bid System** i.e. Un-priced Techno-Commercial Bid and Price Bid separately. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-tender portal accordingly within the Bid Closing Date and time stipulated in the e-tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender under **"Technical Attachment"** Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under **"Notes and Attachments"**.			
16	**BEC-BRC Clause No. 4.8**	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected: (i) Firm price (ii) EMD / Bid Security/Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule			

		(vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact			
17	**BEC-BRC Clause No. 4.9**	Bid received with validity of offer less than **120 (One Hundred Twenty)** days from the date of Technical Bid opening will be rejected. Bidder must submit a declaration regarding bid validity as per the format prescribed in **PROFORMA-I.**			
18	**BEC-BRC Clause No. 4.10**	Bid Security in Original must be furnished (except those exempted) as a part of the Technical Bid and shall reach the office of CGM-Contracts, OIL at Duliajan on or before 12.45 Hrs. (IST) on the bid closing date. A scanned copy of bid security document shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be **₹ 9,23,000.00.** Any bid not accompanied by a proper & valid Bid Security will be rejected straightway. **Note:** (i) In case the Bidder submits Bid security in the form of Bank Guarantee (BG), the BG must be valid for **minimum 165 days** from the original			

		bid closing date. (ii) In case of extension of Bid closing/ Opening Date, Bid Security validity should be extended suitably by the bidder, as and when advised by OIL.			
19	**BEC-BRC Clause No. 4.11**	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide **PART-VI** of the tender document. The Proforma has to be returned by the bidder (along with the Un-Priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.			
20	**BEC-BRC Clause No. 5.1**	Price bids shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.			
21	**BEC-BRC Clause No. 5.2**	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			

22	**BEC-BRC Clause No. 5.3**	If the bidders quote nil charges/consideration in the Price Bid Format, the bid shall be treated as unresponsive and will not be considered.			
23	**BEC-BRC Clause No. 5.4**	If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected.			
24	**BEC-BRC Clause No. 5.5**	The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the quantities for various operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual Quantity consumed.			
25	**BEC-BRC Clause No. 5.6**	**Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted prices for all items of SOQ inclusive of all liabilities and GST as per Price Bid Format.**			
26	**BEC-BRC Clause No. 5.7**	Service is not splitable. Based on the evaluation of techno-commercially qualified bidders, the entire scope of service will be awarded as per Clause No. **8.0 Award of Contract.**			
27	**BEC-BRC Clause No. 5.8**	The bidders are advised not to offer any discount / rebate separately and to offer their prices in the Price Bid Format after considering discount / rebate, if any.			
28	**BEC-BRC Clause No. 5.9**	Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be			

		considered for computing the contract price.			
29	**BEC-BRC Clause No. 5.10**	In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.			
30	**BEC-BRC Clause No. 5.11**	OIL will prefer to deal with registered bidder under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.			
31	**BEC-BRC Clause No. 6.1**	In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.			
32	**BEC-BRC Clause No. 6.2**	Bidders should provide self-attested copies of GST Registration Certificate, PAN Card, ESIC registration (if applicable), P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have			

		P.F. Code at the time of bidding and PF Act is applicable on him / her, the same has to be provided by him / her before signing of contract agreement and issue of Work Order by OIL.			
33	**BEC-BRC Clause No. 6.3**	To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC-BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be evaluated based on the original submission. However, mere submission of such clarification shall not make the offer responsive, unless Company is satisfied with the substantial responsiveness of the offer.			
34	**BEC-BRC Clause No. 6.4**	If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail.			
35	**BEC-BRC Clause No. 6.5**	Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.			

36	**BEC-BRC Clause No. 6.6**	OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.			
37	**BEC-BRC Clause No. 6.7**	The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
38	**BEC-BRC Clause No. 6.8**	Any bidder who are on Holiday/ Banning/ Suspension list of OIL on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered and will be straightaway rejected.			
39	**BEC-BRC Clause No. 6.9**	Bidders have to submit a declaration as per the format prescribed in **PART-V** regarding compliance of Safety Measures along with the technical bid.			
40	**BEC-BRC Clause No. 6.10**	Bidders shall submit a declaration as per **PROFORMA-XVI** that they are neither bankrupt nor undergoing any insolvency resolution process or liquidation or bankruptcy proceeding under any law or no insolvency resolution process or liquidation or bankruptcy proceeding is initiated under any law against them.			
41	**BEC-BRC Clause No. 6.11**	Bidders shall submit a declaration as per **PROFORMA-XVII** confirming that neither the bidder nor any of their allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently put on holiday list/ banning list by OIL debarring them from carrying on business dealings with OIL.			

42	**BEC-BRC Clause No. 6.12**	**Bidders have to mandatorily submit a duly filled CHECKLISTS FOR BEC-BRC** enclosed as **PROFORMAS-XXV & XXVI,** along with the technical bid. If any bidder fail/declines to submit the completely filled checklist within the stipulated deadline will render the bid liable for rejection and will not be considered for further evaluation.			
43	**BEC-BRC Clause No. 7.1**	**PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any) shall be applicable for this tender. Bidders to check the provisions of the Notifications for their eligibility to bid and seek benefits for Purchase preference, accordingly.			
44	**BEC-BRC Clause No. 8.0**	**AWARD OF CONTRACT:** The contract for hiring of the tendered services shall be awarded as below: **Note:** In case a bidder is eligible to seek benefits under PP-LC policy, then the bidders should submit requisite document/certificate in support to avail this benefit. The bids shall be evaluated based on their declaration as per **PROFORMA-XIV**. No benefit shall be given if the bid is submitted without any			

		above declaration along with supporting document as per the respective policies. **A. If L-1 bidder is a Class-I PPLC Bidder:** In case if the L1 bidder is a Class-I PPLC bidder, the contract shall be awarded to the L1 Class-I PPLC bidder. **B. If L-1 Bidder is not a Class-I PPLC Bidder:** In case if the L1 bidder is not a Class-I PPLC bidder, then preference shall be given to the lowest eligible Class-I PPLC bidder falling within the price band of L1+20%. If such Class I PPLC bidder agrees to match the price of L1 bidder, then the contract shall be awarded to them, else offer shall be given to the next higher Class-I PPLC bidder within price band of L1+20% and so on. In case none of the Class-I PPLC bidder within price band of L1+20% accept the L1 price, then the contract shall be awarded to L1 bidder. Upon award of Contract based on PPP policy-linked with Local Content (PP-LC), the bidder shall have to submit additional Bank Guarantee (format enclosed as **PROFORMA-XIII**) equivalent to 10% of the Contract Value, fulfilment of conditions pertaining to Local Contents in accordance with the value mentioned in the certificate of LC.			
45	**BEC-BRC Clause No. 9.0**	**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA**: Subject to Order No. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure,			

		Public Procurement Division, Govt. of India, Bidders should take note of the following: 9.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)]. 9.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. 9.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or			

		d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above 9.4 The beneficial owner for the purpose of para 9.3 above will be as under: 9.4.1 In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; 9.4.2 In case of a partnership firm, the beneficial			

		owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 9.4.3 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 9.4.4 Where no natural person is identified under (9.4.1) or (9.4.2) or (9.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; 9.4.5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. 9.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person. 9.6 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration as per			

		PROFORMA-XIX in this respect to be submitted by the bidder. 9.7 **Validity of registration**: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution. 9.8 The bidders to provide an undertaking as per **PROFORMA-XX** along with their bid complying with Clause No. 9.1 above. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.			
46	**BEC-BRC Clause No. 10.0**	**COMPLIANCE OF THE COMPETITION ACT, 2002**: The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.			

COMMERCIAL CHECK LIST

Bidder's Name:_____

TENDER No. CDI7774P25

This Questionnaire duly filled in should be returned along with each copy of Un-priced Bid. Clauses confirmed hereunder should not be repeated in the Bid.

Sl. No.	Description	Bidder's Confirmation
1.	Bidding structure	
2	Bidder's name and address:	
3.	It is noted that deviations to Terms & Conditions shall lead to rejection of offer, as specified in the Tender.	
4.	Ensure and confirm that prices quoted in 'Schedule of Rates', are for complete scope of work as defined in the tender	
5.	Indicate SAC Code Indicate rate of GST applicable.	SAC Code: GST ……..%
6.	EMD Details: EMD No., Issuing bank, amount with currency and Validity	
7.	Confirm to Submit Performance Security as per Tender requirement	
8.	Confirm that the offer shall remain valid for acceptance up to **120 (One Hundred Twenty) days** from Bid Due Date / Date of opening of bids.	
9.	Whether Mobilization and Completion period of contract is 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 you have submitted all documents as mentioned in the Tender/Annexures	
13.	Confirm acceptance to all terms & conditions of the Tender.	
14.	Confirm that all correspondence must be in English Language only.	
15.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
16.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
17.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
18	Whether applying for Purchase Preference Policy (Linked With Local Content) (PP-LC)? (Yes/No)	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____