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

CONTRACTS DEPARTMENT
TEL: (91) 374-2808653
E-mail: *contracts@oilindia.in*
Website: www.oil-india.com
FAX: (91) 374-2803549

FORWARDING LETTER

Sub: IFB No. CDI2730P27 for '*Hiring of services for carrying out the interior works of Conference room at Intermediate Tank Farm (ITF)- TENGAKHAT.*'

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 National Competitive Bids (NCB) from competent and experienced/approved Contractors for the mentioned work/service under **OPEN E-TENDER COMPOSITE BID SYSTEM** through OIL's E-Procurement Portal: "https://etender.srm.oilindia.in/irj/portal" for **"*Hiring of services for carrying out the interior works of Conference room at Intermediate Tank Farm (ITF)- TENGAKHAT.*"** 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.	:	**CDI2730P27**
(ii)	Type of Bid	:	Open Indigenous E-Tender, Composite 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	:	As mentioned in the E-procurement portal.
(vi)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-Procurement Portal.
(vii)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(viii)	Bid Validity	:	Minimum **90 (Ninety)** days from Original

			Bid Closing Date (OBCD). 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. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.
(ix)	Mobilization Period	:	**Fifteen (15) days** from the issuance of Mobilization Notice by PSS Dept. i.e. after issuance of LoA.
(x)	Bid Security/EMD Amount	:	NA
(xi)	Bid Security/EMD Validity	:	NA
(xii)	Amount of Performance Security	:	10% of Contract Value. **Refer Clause No. 24.0** of Instruction to Bidder (ITB)
(xiii)	Validity of Performance Security	:	**Three (03) months** beyond the defect liability period of the Contract
(xiv)	Location of job		Intermediate Tank Farm (ITF)- Tengakhat, Dibrugarh, Assam, 786602.
(xv)	Duration of the Contract	:	**Four (04) months** from the date of commencement of Contract i.e. after completion of mobilization**.**
(xvi)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	**Refer Clause No. 12.0** of Special Conditions of Contract (SCC) of the tender.
(xvii)	Bids to be addressed to	:	CGM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(xviii)	Pre-Bid conference	:	NA
(xix)	Last Date of receipt of Queries	:	**Ten (10) days from date of publishing this tender.** Bidders must submit any queries related to the tender within this stipulated time and OIL will not be liable to respond to any queries received after the stipulated deadline.
(xx)	Whether Tendered Item is splitable	:	**NO**

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

3.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organization's 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 as "Personal" are not acceptable**. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable. **"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."**

3.2 Digital Signature Certificate comes in a pair of signing/verification and encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

3.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then 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. will not be responsible.

3.4 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.

3.4.1 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.

3.4.2 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.

3.5 Parties, who do not have a User ID, can click on Guest login button in the E-Tender portal to view and download the tender. The detailed guidelines are given in User Manual available in OIL's E-Procurement site. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at erp_mm@oilindia.in and esupport@oilindia.in, Ph.: 0374- 2807171/7192.

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

4.0 IMPORTANT NOTES: Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, as declared in the "Bid Security Declaration Form", bidder shall be suspended for the period of two years. This suspension of two year shall be automatic without conducting any enquiry.

ii) **BACKING OUT BY L-1 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 bidder shall be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

iii) **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.**

iv) **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.

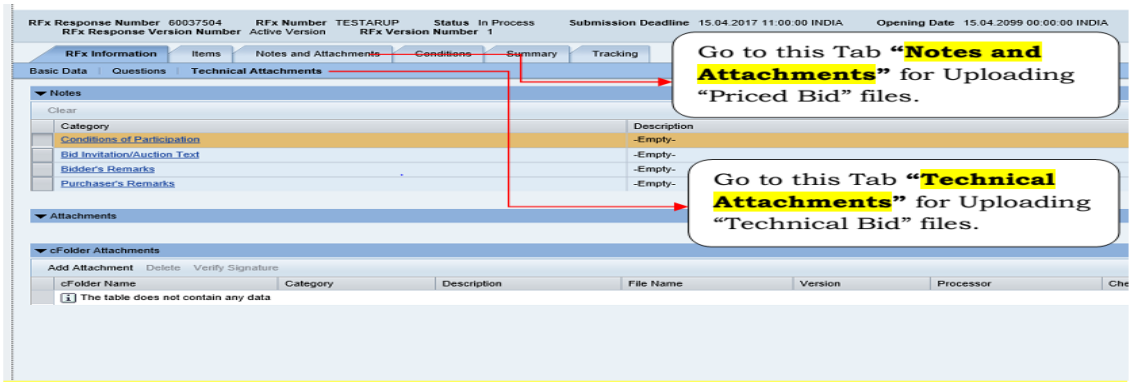
v) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.

vi) If the digital signature used for signing is not of "Class-3" with Organizations name, the bid will be rejected.

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

5.0 INTEGRITY PACT (Not Applicable for this tender)

6.0 SCREEN SHOTS



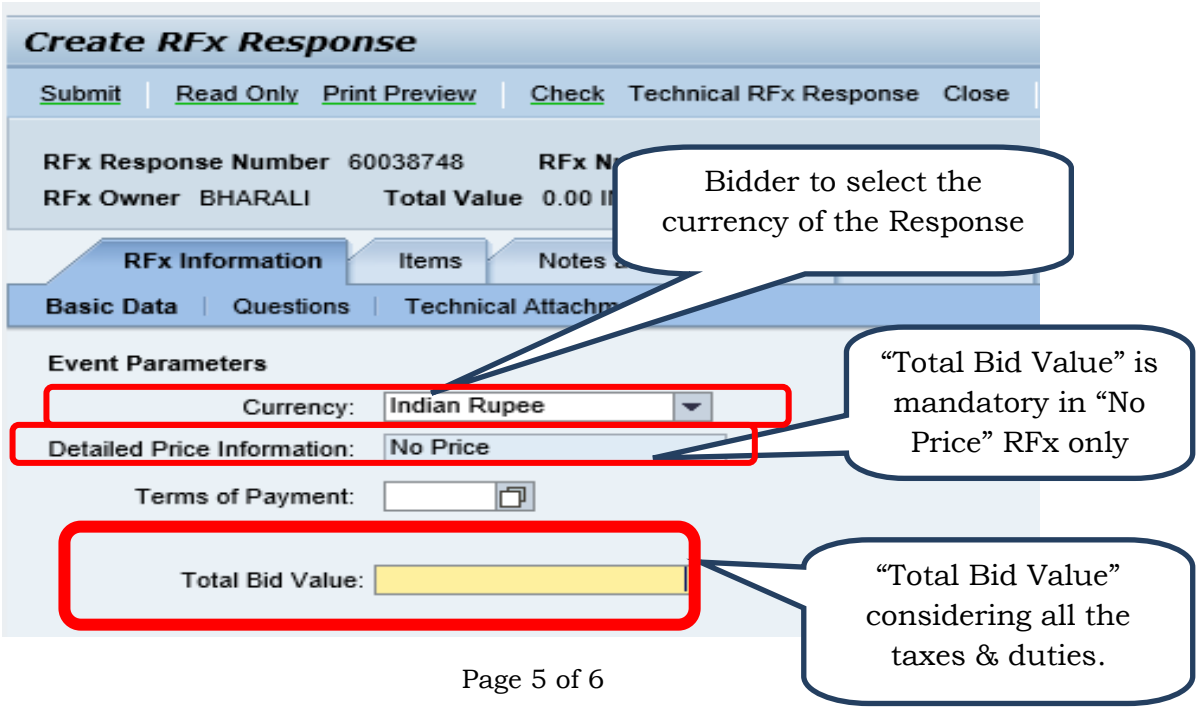
On "EDIT" Mode, Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above.

Notes:

* 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, click on Add Atachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

7.0 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 to all the Techno-commercially qualified Bidders against the tender after price bids are opened in the system. For tenders where **Detailed Price Information under RFx Information Tab is "No price"**, the Price Bid is invited against the tender through attachment form under "Notes & Attachment". In such tenders, Bidders must upload their pricing as per the **"Price Bid Format"** under **"Notes & Attachment"** and additionally fill up the **on-line field "Total Bid Value"** under **"RFx Information"** Tab Page 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 on the "Total Bid Value" field.
It is to be noted that Amount mentioned in the "Total Bid Value" field will not be considered for bid evaluation and evaluation will be purely based on the Price bid submitted as per the "Price Bid Format" under "Notes & Attachments" tab page.

Thanking you.

Yours faithfully,
OIL INDIA LIMITED

(BIKRAMJIT BORGOHAIN)
MANAGER-CONTRACTS
For **DGM-CONTRACTS (S)**
For **CGM-CONTRACTS (HoD)**
Date: 02.09.2026 For **RESIDENT CHIEF EXECUTIVE**

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INSTRUCTIONS TO BIDDERS (ITB)

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidder are listed under PRE QUALIFICATION CRITERIA (PQC)/ BID EVALUATION CRITERIA (BEC) of the tender document.

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

2.0 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 (BEC) / Pre-Qualifying Criteria (PQC)
iv. General Conditions of Contract (GCC)
v. Special Conditions of Contract (SCC)
vi. Scope of Work (SOW)
vii. Schedule of Work, Unit & Quantity (SOQ)
viii. Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's E-Tender portal)
ix. Proformas, Annexures, Exhibit & Integrity Pact (IP)
x. Safety Measures (SM)

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 **Composite 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.
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 PRE-QUALIFICATION CRITERIA (PQC)/BID EVALUATION CRITERIA (BEC), of the tender documents.

9.0 BID SECURITY (Not Applicable for this tender)

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-XY**) 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-AB**) 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 **135 (One Hundred Thirty-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	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi Bak	28	State Bank of India
12	Federal Bank	29	South Indian Bank

13	HDFC Bank	30	Tamilnad Mercantile Bank Ltd
14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
A	Name	OIL INDIA LIMITED
B	PAN	AAAC02352C
C	Date of Incorporation	18-02-1959
D	Email ID	bikramjit.borgohain@oilindia.in
E	Mobile No	8133000372
F	Local Address	Duliajan, Dibrugarh, Assam- 786602
G	Registered Address	Duliajan, Dibrugarh, Assam- 786602

d) **Submission of Bid Security/EMD in the form of Insurance Surety Bond:** In case the Bid Security is submitted in the form of Insurance Surety Bond (as per **PROFORMA-K**), then the following instructions are to be followed:

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

ii) The Company shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

iii) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

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

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

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

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

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

e) 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/Insurance Surety Bond, 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.

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

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

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

Note:

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

ii. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected unless the bidder is exempted from submission of Bid Security as per Bid Security Exemption Criteria of this tender and proper proof towards this exemption is submitted by the bidder. Any subsequent deposit of Bid Security after the bid closing date and time 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(This, being a Works Contract is excluded from the purview of Public Procurement Policy for MSEs Order,2012): In case any bidder is exempted from paying the bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a. **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 **90 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 **Composite Bid System**. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab Page only. Prices to be quoted as per Price Bid Format and should be uploaded as 'Attachment' under "Notes & Attachments" Tab. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid submitted in physical form shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope super-scribing the Tender no., Brief Description of services and Bid Closing/Opening date & Time along with the bidder's name and should be submitted to CGM-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/PQC 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/PQC 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 BG (as per **PROFORMA-XIII**) 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/ Electronic Fund Transfer (subject to credit in OIL's account within prescribed time) to designated account of OIL.

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

ii. Performance Security amount through NEFT or RTGS mode may be deposited on or

before the date and time specified in Letter of Award (LOA) 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 Performance security is submitted through NEFT or RTGS mode, the bidder shall submit details such as **UTR No., Contract No., Bidder's name & Deposited Amount etc.**

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

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

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

14	HSBC Bank	31	UCO Bank
15	ICICI Bank	32	Union Bank of India
16	IDBI Bank	33	Yes Bank
17	IDFC First Bank		

BENEFICIARY DETAILS FOR ISSUE OF ELECTRONIC BANK GUARANTEE (e-BG)		
A	Name	OIL INDIA LIMITED
B	PAN	AAAC02352C
C	Date of Incorporation	18-02-1959
D	Email ID	bikramjit.borgohain@oilindia.in
E	Mobile No	8133000372
F	Local Address	Duliajan, Dibrugarh, Assam- 786602
G	Registered Address	Duliajan, Dibrugarh, Assam- 786602

d) **Submission of Performance Security in the form of Insurance Surety Bond:** In case the Performance Security is submitted in the form of Insurance Surety Bond (as per **PROFORMA-L**), then the following instructions are to be followed:

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

ii) The Company shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

iii) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/ Insurer issuing the Insurance Surety Bond.

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

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

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

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

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

e) 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/Insurance Surety Bond, the original hard copy of Performance Security shall be submitted within the time frame as stipulated in the LOA.

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

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

Full address of the issuing bank
Branch Code
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"

24.3 To avoid delay in confirmation of Fixed/ Term deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed/term deposit with the following details from **bank's official email 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**

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

24.5 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

24.6 This Performance Security must be valid for **03 (Three)** months 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.

24.7 The Performance Security Deposit will be refunded to the Contractor after **03 (three) months** of satisfactory completion of works/defect liability period (if any) under the contract (including extension, if any), but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

25.0 SIGNING OF CONTRACT:

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

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

25.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. 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 (Not Applicable for this tender):

29.1 ~~OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed vide **"INTEGRITY PACT"** 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 **Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India** and **Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry of Commerce** 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 Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India
E-Mail ID: ams057@gmail.com

b. Dr. Ved Prakash, ITS (Retd.), Ex-Additional Director General Foreign Trade, Ministry of Commerce
E-Mail ID: ved60prakash@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.

32.0 Bidders are advised to go through uploaded bid documents thoroughly before creation of their bids. Bidders may contact the following in case of any query:

Shri. Bikramjit Borgohain, Manager (Contracts)

E-mail: bikramjit.borgohain@oilindia.in; contracts@oilindia.in

End of ITB

BID EVALUATION CRITERIA (BEC)

1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS

1.1 Bidders are advised not to take any exception/deviations to the bid document. Exceptions/Deviations, if any, should be brought out and discussed during the pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document. OIL after processing such requests, OIL may communicate the changes, if any, through an addendum to the tender document. If the bidder(s) still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and will be liable for rejection.

1.2 The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this tender document. Bids shall 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.

2.0 TECHNICAL EVALUATION CRITERIA:

2.1 TECHNICAL REQUIREMENTS:

2.1.1 Bidder must have experience of successfully executed/ completed '**SIMILAR WORK'** over the last previous 07 (seven) years reckoned from the original bid closing date in Central Government / State Government Organization / PSUs / Nationalised Banks/ Public Limited Company of India.

i. One similar completed work each costing not less than **₹ 14,75,000.00** only;

Or

ii. Two similar completed works each costing not less than **₹ 9,21,900.00** only;

Or

iii. Three similar completed works each costing not less than **₹ 7,37,500.00** only.

Notes to Clause 2.1.1 above:

A. **'SIMILAR WORK'** mentioned above means ***"Successful completion of renovation and/or interior works comprising of false ceiling /wall panelling works including electrical works."***

B. Proof of requisite Experience, viz. award and subsequent successful execution/completion of '**SIMILAR WORK**' (refer Clause No. 2.1.1 above), must be substantiated by submission of the following documents along with the bid:

(a) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1.1 above,

AND

(b) Job Completion Certificate showing:

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

OR

SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following:

(i) Work Order No. / Contract No.
(ii) Gross value of jobs/quantities done
(iii) Period of Service
(iv) Nature of Service

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

D. In case requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number and date.

E. Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated under Clause No. 2.1.1 will only be treated as acceptable experience.

F. Following work experience will also be taken into consideration for evaluation of bidders' eligibility:

(a) If the bidder is executing one" **Similar Work**" which is still running and the contract value/quantity (as applicable) executed under such contract within the prescribed period of 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum requirement as stipulated under Clause No. B of the BEC.

(b) In case the start date of the requisite experience of "**Similar Work**" is earlier than the prescribed 07 (seven) year period reckoned from the original bid closing date, but its completion falls within the prescribed 07 (seven) year period reckoned from the original bid closing date and the value/quantity (as applicable) executed for such similar work during the last 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum requirement as stipulated under Clause No. B of the BEC.

(c) If the If the bidder has executed a contract in which the "**Similar Work**" is a component of the contract, and the value/quantity (as applicable) for such "Similar Work" executed within the 7(seven) year period reckoned from the original bid closing date is equal to or more than the minimum requirement as stipulated under Clause No. B of the BEC.

- In case, the document(s) submitted by the bidder under Clause No. B above are not sufficient to establish the value/quantity/period (as applicable) of execution of the "**Similar Work**" as required under clause no. F (a), (b) & (c) above, the bidder shall additionally submit a detailed breakup of the works executed under such contract, clearly indicating the value/quantity/period (as applicable) of "Similar Work" which should be duly certified by the end user or a certificate issued by a practicing Chartered / Cost Accountant Firm

(with Membership Number & Firm Registration Number), clearly certifying the value/quantity/period (as applicable) of the "Similar Work" executed within the prescribed period of seven (07) years along with the Un-priced Techno- commercial Bid.

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

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

I. Bids submitted for part of the **'SIMILAR WORK'** will be rejected.

J. Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.1.

K. Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation.

L. Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner/sole proprietor will be rejected.

2.2 FINANCIAL CRITERIA:

2.2.1 Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 5,53,200.00** only.

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

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 (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91).
- Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation"
- The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.
- ~~**For MSE Bidders:** *"For MSE Bidders: Registered MSE bidders (Manufacturers/Service Providers only, and not their dealers/distributors) shall*~~

~~*be exempted from meeting the Financial Turnover criterion under Clause 3.0 (i) above. Bidders seeking this exemption must submit valid supporting documents along with their bid. However, all the bidders (including MSEs) must meet the criteria for* ***Net Worth*** *as stipulated under* ***Clause No. 2.2.2.***"~~

Notes to BEC Clause 2.2 above:

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

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

OR

(ii) (Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable.

***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.

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

C. 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.

D. In case the bidder is a Government Department, they are exempted from submission of documents mentioned under **Para-A. & Para-B.** above.

E. Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.2.1 & 2.2.2.

3.0 COMMERCIAL EVALUATION CRITERIA

3.1 The bids are to be submitted in **Single Stage Composite Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. Only the Price Bid should contain the quoted price.

3.2 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.

For detailed may please refer to **Clause No. 12.0 of INSTRUCTIONS TO BIDDERS (ITB).**

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

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

3.5 Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

3.6 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 persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

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

3.8 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) Bid Security **(Not Applicable for this tender)**

Note: *Bid Security/EMD is not applicable against this tender. However, bidders shall submit (Proforma-V) along with their bid a signed "Bid Security Declaration" accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit Performance Security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.*

(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) Mobilization Period
(xvi) Integrity Pact **(Not Applicable for this tender)**

3.9 Bid received with validity of offer less than **Niney (90) Days** from Bid Closing Date will be rejected.

3.10 Bidders shall submit declaration as per **Appendix-1** 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.

3.11 Bidders shall submit declaration as per **Appendix-2** 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.

3.12 The bidder shall submit an undertaking/declaration as per **Appendix-3** confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.

4.0 PRICE EVALUATION CRITERIA

4.1 Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated 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.\

4.2 If a bidder quotes Total Charges/Consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

4.3 It is 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 number of days/parameters.

4.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any.

4.5 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.

4.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e., considering the Total quoted price inclusive of all liabilities and GST.

4.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder. This service is not splitable.

4.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

4.9 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.

4.10 When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder.

4.11 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.

4.12 For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto 02 (two) decimal places without rounding off for evaluation.

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

5.0 PURCHASE PREFERENCE CLAUSE:

5.1 PURCHASE PREFERENCE CLAUSE: MSEs Units (manufacturers / Service Providers: (NOT APPLICABLE FOR THIS TENDER)

~~**5.2 PURCHASE PREFERENCE POLICY (PPP-MII): This service is not splitable.** 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 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. The minimum local content and the margin of purchase preference are as per notifications from Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India from time to time.~~

6.0 GENERAL:

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

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 also and such clarifications fulfilling the BEC 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 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 contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail.

6.5 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & 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.

7.0 CHECKLIST FOR BEC: Enclosed as **TECHNICAL EVALUATION SHEET (PROFORMA-XI)** and **COMMERCIAL CHECK-LIST (PROFORMA-XII).** To be submitted along with the technical bid. In case of non-submission of the checklist, the offer shall be liable for rejection.

8.0 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.

***********End of BEC************

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

4.2 Date of Commencement of Operation:

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

Operation.

4.3 Duration of the contract:

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

5.0 SCOPE OF WORK/CONTRACT:

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

6.0 GENERAL OBLIGATION OF CONTRACTOR:

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

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

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

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 authorisation 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 Insurance Surety Bond or Bank Draft/ Cashier's cheque/Banker's cheque*/NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:

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

OR

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

OR

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

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

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

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

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. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

Subject to credit in OIL's account within prescribed time

* The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and /or in the event of termination of the contract under

provisions of Integrity Pact and /or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

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

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

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 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 Mobilisation 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 the 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 Company's interest is involved, The Company reserves the right to recover the loss amount from the Contractor prior to final settlement of the claim.

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, 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 upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

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

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

(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 CONTRACTOR~~s~~ 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 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 interestand 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:

    a) 20% of the fees if the claimant has not submitted a statement of claim.
    b) 40% of the fees if the pleadings are complete.
    c) 60% of the fees if the hearing has commenced.
    d) 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 the 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):

1. 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.

2. A party wishing to commence arbitration proceedings 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.

3. 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:

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

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

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

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 entirely or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.

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

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

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.

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SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Definition	Hiring of services for carrying out the interior works of Conference Room at Intermediate Tank Farm (ITF)-Tengakhat for a period of 04(four) months.
1.0 Mobilization	***15(Fifteen)*** *days from the date of issuance of* mobilization notice by PSS Dept. i.e. after issuance of LOA. Mobilization shall be considered as complete only upon completion on the following mobilization activities: 1. Submission of PF, ESI Codes, Group Personal Accident & Health Insurance of Contractor's personnel to OIL. The Contractor shall also furnish all other applicable/requisite insurance policies/documents to OIL. 2. Shall obtain Labour Licence or Labour clearance advice as applicable from the competent authority. 3. Submission of the List of manpower to be deployed in the Contract to OIL. 4. Mobilization of contractor's personnel, materials and equipment at Intermediate Tank Farm (ITF)-Tengakhat. Also, the contractor's personnel along with necessary materials & equipment required for commencement of the services, shall be mobilized and made available at the site within the stipulated mobilization period. 5. As mentioned in Para 4.0 (d) of SOW, the detailed drawings prepared by the Contractor must be submitted to OIL for approval prior to commencement of the job.
2.0 Duration of contract	**04 (four) months from** the date of commencement of Contract i.e. after completion of mobilization
3.0 Inspection	Mobilization Inspection as mentioned in Para 1.0 above:
4.0 Performance Security	*10% of Total Contract Value.*
5.0 Terms of Payment	Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actual done allowing for deviations and any deductions and the measurement shall be

	checked and certified correct by the Company's Engineer before any such final payment is made. Full Payment shall be made on issuance of Certificate by GM-PSS or his authorized representative after successful completion of all activities as mentioned in the tender document. *Note:* i. No advance payment will be made in any form. ii. No part payment will be made for part completion of job in any form. iii. All payment shall be made as per actual job done.
6.0 Submission of Invoice	*No separate clause in SCC*
7.0 Agent Commission	*No separate clause in SCC*
8.0 Insurance	The contractor shall provide insurance to cover his men, material, machinery and equipment. Contractor shall submit. The following insurance are applicable under this Contract: the following Insurance to OIL. **(a) Workman Compensation and / Employers' Liability Insurance**: Contractor shall submit Workmen Compensation Insurance before mobilization completion. **(b) Commercial General Liability Insurance:** Contractor shall submit **Commercial General Liability Insurance** before mobilization completion. *Note: OIL shall not be liable to any claim for accident/loss / theft during execution of work or during the transportation / stay.*
9.0 Arbitration	*As per GCC*
10.0 De-Mobilization	*No separate clause in SCC*
11.0 Association of company's Personnel	*No separate clause in SCC*
12.0 Liquidated Damage	**LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:** In the event of the Contractor's default in

	timely mobilization/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 10% of contract value.
13.0 Provision of Personnel facilities	**CAMP AND OTHER ESTABLISHMENT:** Suitable camp facilities for Contractor's personnel including catering services shall be Contractor's responsibility. Transportation of contractor's personnel, equipment, materials, plants etc. is under the scope of the Contractor. Vehicle should be made available by the contractor at work site for emergency mobilization of personnel to hospital in case of injury/accident. No additional cost to the effect shall be borne by OIL.
14.0 Warranty and remedy of defects	**Defect Liability Period:** The Defect Liability Period shall be twelve (12) months from the date of completion of the work, as certified by the Engineer-in-Charge (EIC) and indicated in the Completion Certificate. The Contractor shall guarantee the installation/work for the entire Defect Liability Period. Any damage, defect, deficiency or fault arising during the Defect Liability Period, including any defect that may have remained undiscovered at the time of issuance of the Completion Certificate, which is attributable or connected in any manner with the equipment/materials supplied by the Contractor or the workmanship, shall be rectified, repaired or replaced by the Contractor at its own cost, as deemed necessary by the EIC. Further, in case any work is found to have been improperly executed, not carried out in accordance with the Contract, or not satisfactory to the EIC, the Contractor shall, without any additional cost to OIL, redo/rectify the work to the satisfaction of the EIC**.** In case an item has got a guarantee/warranty period, then the same is to be passed on to OIL. If such item fails before its guarantee period is over, then contractor has to rectify/replace it at his own cost. However, in case of critical items, if the guarantee/warranty period is beyond defect liability period, then guarantee/warranty shall be applicable for that period also. Standard accessories & warranty provided by the OEMs/ authorised dealer of OEMs for all items must be passed on to OIL. The warranty shall cover replacement of defective hardware/items etc.
15.0 Miscellaneous Provisions: Key personnel	*No separate clause in SCC*

16.0Limitation of Liability (%)	*No separate clause in SCC*
17.0 Statutory variation/ Newly enacted Law: Minimum Wages increment in SCC as the case may be	*Contractor's liability.*
18.0 Subcontracting: Allowed/Not Allowed	Not Allowed
19.0 If allowed, define Petty Services	NA
20.0 Address details for submission of invoice	All Invoices are to be sent to the following address: **GM-PSS (HoD)** PSS department Oil India Limited, Phone No. 91-374- 280-6443 Email: shakeelintaz@oilindia.in P.O. Duliajan-786602 *Dist. Dibrugarh, Assam* *Invoices are to be submitted on monthly basis on any day of each month in OIL vendor portal.* *https://vim.oilindia.in/velocious-portal-app/*
21.0 Force Majeure Rate	In case of Force Majeure, no Force Majeure Rates shall be paid
22.0 Details of the Service	*Hiring of services for carrying out the interior works of Conference Room at Intermediate Tank Farm (ITF)-Tengakhat for a period of 04(four) months.*
23.0 Area Of Operation	Intermediate Tank Farm (ITF)- Tengakhat, Dibrugarh, Assam, 786602
24.0 **HSE Policy**	The Contractor must abide by the all HSE (Health, Safety & Environment) points as mentioned in **Safety Measures** (SM) of the tender document.

25.0 Interim de-Mobilization and Re-mobilization	NA
26.0 Notice	Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by e-mail to the applicable address specified below: **Company** a) **For contractual matters** CGM (Contracts) OIL INDIA LIMITED PO DULIAJAN - 786602 ASSAM, INDIA Phone No. 91-374-2808650 Email: contracts@oilindia.in b) **For technical matters** GM-PSS, PSS Department Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280-6443 Email: dandeswardeka@oilindia.in c) **Contractor** _____ A notice shall be effective when delivered or on the notice's effective date, whichever is later.
27.0 RECORDS, REPORTS AND INSPECTION	*No separate clause in SCC*
28.0 PENALTY	If the contractor fails to carryout, execute and complete the work to be done by him under this contract to the entire satisfaction of the Engineer-in-charge, OIL may impose LD as specified above. However, during the Defect Liability Period (DLP), if any defect or deficiency is noticed and the Contractor, upon instruction of the EIC, fails to attend to the same for rectification within **48 (forty-eight) hours** from the time of such instruction, a penalty of **₹1,000/- (Rupees One Thousand only) per day** shall be imposed for each day of delay beyond the stipulated time period, subject to a maximum limit of **7.5% of the total Contract Value**.. OIL reserves the right to even get the work done by other agencies at the risk and cost of working contractor.

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SCOPE OF WORK (SOW)

1. Introduction:

Oil India Limited (OIL) is a premier Indian National Oil company under the Ministry of Petroleum and Natural Gas, Govt. of India, engaged in the business of exploration, development and production of crude oil and natural gas, transportation of crude oil and production of LPG.

2. Job Description: *Hiring of services for carrying out the interior works of Conference Room at Intermediate Tank Farm (ITF)- Tengakhat.*

3. Definitions: -

a. *Interior Works will broadly include but not limited to completion of the following:*

i. *Space Planning*: Arranging and organizing the layout of furniture, fixtures and other elements within a space to optimise functionality and flow.

ii. *Connectivity:* Absolutely, having proper connectivity inside conference room is essential for a productive and efficient meeting/ work environment. This includes adequate ports for LAN/Internet access, Power outlets for connecting Laptops and communication ports for connecting landline phones to ensure seamless collaboration and workflow.

iii. *Colour Scheme*: Selecting appropriate color palettes for walls, ceilings and other surfaces to create a desired atmosphere or mood.

iv. *Wall Finishes*: Applying finishes such as paint, wall panelling or texture to enhance the appearance of walls.

v. *Ceiling Design*: Installation of false ceiling along with inclusion of lighting fixtures, molding and other decorative elements.

vi. *Furniture Selection:* Choosing appropriate furniture such as chairs, bookcase, wall cabinets, see-through file cabinets that complements the overall design theme and meets the functional needs of the space.

vii. *Lighting Design:* Planning and installing lighting fixtures to provide adequate illumination while enhancing the overall ambiance.

viii. *Window Treatments:* Selecting and installing curtains, blinds or shades for windows to control natural light and add privacy.

ix. *Decorative Accessories:* Adding finishing touches like artwork, sculptures, vases, and other decorative items to enhance the visual appeal.

x. *Cabinetry and Built-ins:* Designing and installing custom cabinetry, shelving and built-in units for storage and organization.

xi. *Textiles:* Choosing and incorporating fabrics such as upholstery, drapes and cushions to add texture and warmth to the space.

xii. *Air conditioning*: Installing cassette air conditioners inside conference room.

xiii. *Electrical and Plumbing*: Planning for the placement of electrical outlets, switches and plumbing fixtures to meet functional requirements.

b. *Area of Operations/ work:* Conference Room at Intermediate Tank Farm (ITF)-Tengakhat, Dibrugarh, Assam, 786602.

c. *Effective Date, Date of commencement of contract and duration of contract*:

The duration of the Contract is **04 (Four) months** from the date of commencement of the Contract i.e. after completion of mobilization.

Note: The contract shall become effective once the mobilization is completed.

d. *Commencement date:*
The date on which mobilization is completed i.e. shall be completed within 15 days (Fifteen) from date of receipt issuance of Mobilization Notice by PSS Dept. i.e. after issuance of Letter of Acceptance (LOA

e. Company's Engineer means Installation Manager- ITF or officer deputed by Chief General Manager (OGPS) or authorised company representative.

f. '*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.

g. "*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.

h. '*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:

I. The Contractor must abide by the following new Labour Codes and their corresponding Rules as notified by Govt. of India:

a) The Code on Wages, 2019.

b) The Industrial Relations Code, 2020.

c) The Code on Social Security, 2020.

d) The Occupational Safety, Health and Working Conditions Code, 2020.

The Contractor shall also abide by any other laws/ acts as framed by the Govt. of India from time to time pertaining to the above.

II) Goods and Services Tax (GST) Act

III) CEA regulations, 2010 and related electrical standards

IV) National Building Code-2016

V) 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.

Note: *The Contractor shall be always solely responsible for compliance with all statutory acts during the tenure of the service Agreement.*

i. Technology Integration: Incorporating provision for future installation of other modern technology equipment such as digital podium, including their integration to existing LED TV, white boards etc.

2.0 Supply, Installation and Commissioning:

The scope for interior work is for conference room in all aspects. The interior work includes but not limited to the following:

1) Interior works of Conference Room.

2) Installation of Cassette Air Conditioners inside conference room.

3) Other Miscellaneous works (as required)

*Note: Detailed specifications as mentioned in the **SOQ** must be complied.*

3.0 Project Execution:

a. Pre-installation Activities:
Pre-installation activities shall include various permits, clearances/ approvals required before commencement of activities. The contractor shall arrange all the jobs associated with the installation and commissioning of the systems required in connection with the project as per scope of work. Following shall be part of the Pre-installation activities wherever they are applicable for this project.

b. Permission from Statutory Agencies:

Liasoning with local authorities (State/Labour Dept/Fire & Emergency Services) for obtaining necessary permissions /clearance (if any) for taking up installation activities, if required.

c. Mobilization of Man and Material at Site for Installation:

Before receipt of material at site, the contractor shall mobilize personnel and site execution team(s) at site to make necessary arrangements for obtaining local clearances to start the site works, establishing site offices, arrangement for storage of materials received on delivery at site etc. Site Visit/ Inspection, Submission of drawings, Project Preliminary meeting 15 days from the date of receipt of mobilization notice.

4.0 Detailed Scope of work:

a. This specification covers the details for Hiring of Services for carrying out of and Interior works of the Conference Room at ITF-Tengakhat, which includes installation & commissioning of furniture items such as conference table, chairs, file cabinet, bookcase, false ceiling, Cassette type Air Conditioners and other Electrical/

Electronic items (under Contractor's scope) as per specifications elaborated in this Tender document.

b. Detailed SOQ in line with the Tender requirements must be complied by the Contractor. The Contractor shall have the entire responsibility to complete the works as mentioned under the contract.

Note: The bidder must study the Tender and quote for the total solution of works in all respects. The bidder may carry out pre site survey/visit at his/her own cost before bidding for the tender.

c. The contractor should note that the proposed quantities mentioned in the Schedule of Quantity (SOQ) and **SOQ** is only tentative, and the final work may vary depending on the site conditions/suitability at the time of execution of the job as directed / approved by OIL.

d. The detailed drawings shall be prepared and submitted by contractor after placement of order for approval by OIL within the **mobilization period** of the Contract, i.e. before execution of job.

e. All materials, manpower, tools, equipment, and consumables shall be in the scope of supply of contractor and the quoted rates shall be inclusive of all necessary input to complete the job.

f. For any job as detailed in the Contract Agreement if any specific drawing/layout is required, the contractor must make arrangement at his own cost s for approval of OIL, necessary changes/suggestions in the drawings as deemed fit by OIL is to be made by the contractor. No extra cost will be paid to the contractor on this account.

g. All furniture viz. Conference Table, file cabinets, bookcase etc. may be made on-site for customized requirement.

h.

5.0 Special Terms & Conditions:

a. OIL's Scope of Supply

i. To arrange for all necessary administrative formalities like gate passes of team applicable for carrying out jobs.

ii. Provide Induction training to the contractor's employees.

iii. To provide sufficient space for keeping materials & equipment.

b. Contractor's Scope of Supply:

i. The Contractor shall bear the cost of all Personal Protective Equipment (PPE) for all their employees to be deployed for work. The list of minimum PPEs shall include the following items (but not limited to):

Safety Shoes as per IS-15298

Safety Helmet as per IS-2925

ii. The contractor shall ensure strict compliance of personnel protective equipment (PPE) by the workforce engaged by the contractor. In case of damage to PPE, the

contractor shall provide a new PPE to his workforce at his own cost. The Contractor shall ensure that all necessary safety gears/PPEs are available with their employees and properly used while executing work.

iii. Tools/Equipment/ Spares: The Contractor shall provide tools/equipment for the complete services. The Contractor shall ensure the availability of all the tools during whole contract period for the complete uninterrupted services.

iv. Power supply for Cassette Air Conditioners with all required wiring/DBs/MCBs/MCCBs/cables etc. will be in the scope of the contractor only.

v. Civil jobs like dismantling of existing false ceiling, refixing of the new false ceiling and any additional requirement arises for installation and commissioning of the Cassette Air Conditioners will be in the scope of the contractor only.

vi. Any additional requirement of electrical point wiring/ power point wiring/circuit wiring/ submain and main wiring/ DBs, for complete installation and commissioning of utilities/ items requiring electrical power will be in the scope of the contractor only. Also, any alteration/modification/dismantling in electrical system, required for fixing of wall paneling or any other item, will be in the scope of the contractor only.

vii. Prior to carrying out electrical works, the contractor shall submit a layout drawing for approval of the same from us. They shall carry out electrical work only after approval of the above document from concerned engineer(s).

viii. An approved (Make) list of electrical items for incorporation is mentioned in the table as under:.

Make List of Electrical Items

Sl. No.	Item	Approved Make
1	All Cables and Wires	FINOLEX/HAVELLS /POLYCAB/RR KABEL/KEI or substantially equivalent.
2	Copper lugs	DOWELL/3D-BILLET/JAINEX or substantially equivalent
3	PVC conduit	RICHA/PLAZA/AKG/PRESTO PLAST/Anchor or substantially equivalent
4	Industrial switch-socket units	LEGRAND/SCHNEIDER/SIEMENS/ HAVELLS or substantially equivalent
5	LED Light Fittings (including Driver)	LIGHT PHILIPS /CROMPTON/GE/BAJAJ/HAVELLS or substantially equivalent
6	MCCB & MPCBs with enclosure	LEGRAND/SIEMENS / ABB /L&T/HAVELLS or substantially equivalent
7	MCB'S (10KA, C-curve)	ABB/L&T/SCHNEIDER/SIEMENS/LEGRANDS/HAVELLS or substantially equivalent
8	RCBO	Make of RCBO, MCBs and box shall be of same make. ABB/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS/HAVELLS or substantially equivalent
9	MCB DB	MCB DB and MCBs/RCBO fitted therein, must be of same make. ABB/L&T/ SCHNEIDER/

		SIEMENS/LEGRANDS/HAVELLS or substantially equivalent
10	VTPN DB Note: VTPN DB and all components fitted therein, must be of same make.	ABB/L&T/ SCHNEIDER/ SIEMENS/LEGRANDS/HAVELLS or substantially equivalent
11	Modular switches/Socket/ Box/ Blank plate	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK or substantially equivalent
12	Modular Fan regulator 100W	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK or substantially equivalent
13	Metal GI Box	LEGRAND/SCHNEIDER/CRABTREE INDOASIAN ELVIRA/HAVELLS/MK or substantially equivalent
14	Metal enclosure for MCB	LEGRAND/SCHNEIDER/SIEMENS INDOASIAN/L&T/HAVELLS or substantially equivalent
15	Contactor for Lighting Controller	LEGRAND/SIEMENS/GE/HAVELLS/ SCHNEIDER/ABB/INDO-ASIAN or substantially equivalent
16	Industrial Wall/Exhaust Fan	USHA/HAVELLS/CROMPTON/BAJAJ or substantially equivalent
17	GI Pipe for earthing	JINDAL/TATA or substantially equivalent as approved by OIL
18	Air Conditioner	VOLTAS/LG/BLUESTAR/DAIKIN/CARRIER or substantially equivalent

ix. All electrical items and Cassette type Air Conditioners shall be under **warrantee** for a period of 1(one) year from the date of handing over of the works.

c. Delivery Terms:

Delivery of items/ services should conform to the defined timeline as stipulated in the tender. Delivery of equipment and other materials to site i.e. including transportation, transit storage, if required shall be at the cost and responsibility of the Contractor. Also, the Contractor shall make necessary arrangement for handling and lifting of the materials at site. The material shall be under the custody of the contractor at site till completion of works, within the premises of OIL.

d. Payment Terms:

Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actual done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

Full Payment shall be made on issuance of Certificate by GM-PSS or his authorized representative after successful completion of all activities as mentioned in the tender document.

Note:

i. No advance payment will be made in any form.

ii. No part payment will be made for part completion of job in any form.

iii. All payment shall be made as per actual job done.

e. Installation & Commissioning:

i. Contractor will be responsible for carrying out all the interior works as per SOQ and detailed specifications mentioned in **SOQ** as a part of installation and commissioning. The Contractor shall complete the work as a whole and any other items needed for completing the work must be provided by the Contractor.

ii. Installation, commissioning, and site hand over must be completed within 4 (Four) months from scheduled date of completion of mobilization.

iii. Training to cleaners of OIL must be provided by the Contractor after completion of installation & commissioning.

****

Line Item Nos	Item Name	Details	Qty	UoM
10	Conference Table customized	Providing Conference table (10-seater) as per design on site in 19 mm marine plywood framework with 19 mm marine plywood with 1 mm thickness laminate for exposed faces. Tabletop shall be as per OIL approved detailed drawing with solid surface top white/ wood grain colour (LG, MERINO or substantially equivalent) along with pop-up box (Legrand/Havells or substantially equivalent) having HDMI, USB, Aux slot and power plug.	1	NO
20	Wall Display cum Cabinet customized	Providing and fixing storage units of full/ low height as per OIL approved drawing. They shall consist of 16mm thickness. marine ply top, sides, bottom, shelves and shutters & 6mm thickness marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thickness. Laminate of approved make. 18mm thickness. marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts and any necessary hardware items.	1	NO
30	Side Table customized	Providing side table as per design on site in 19 mm marine plywood framework with 19 mm marine plywood with 1 mm thickness laminate for exposed faces. Tabletop shall be as per OIL approved drawing with solid surface top white/ wood grain colour (LG, MERINO).	2	NO

40	Bookcase/ File Cabinet customized	Providing modern design wooden bookcase/ file cabinet unit of full/ low height as per OIL approved drawing.	1	NO
5	Acoustic Wall Panelling & Lightening	*Type 1:* Supply & installation of Wooden Slats made of pinewood E1 grade fiberboard, melamine, slats L32-2 - (2mm grooves@ 32mm centers), back-lined with acoustical fleece, tongue-groove edge for a seamless look, size 128x2440x16mm, volume density 800Kg/m3, weight 8Kgs/m2 (L16), 10.5Kgs/m2 (L32), 11Kgs/m2 (L64) with all fittings and fixtures. Strut framework system includes Strut CC10 aluminum core cross channel having thickness 0.55mm, length 3600mm, knurled web 40mm, depth 10mm and equal flanges 15mm is fastened to wall or framework behind vertically/horizontally at every 600mm c/c. Strut CC18 aluminum core cross channel, thickness 0.5mm, length 2400mm, web 15mm & 27mm, depth 18mm and flanges of 7mm with suitable edge & center brackets is then fixed perpendicular to the Strut CC10 Cross channel with the help of fasteners at every 400mm centers. Slats Surco of size 128x 2440x16mm in then fixed perpendicular to CC18 with suitable edge & center brackets. Short edges of the panel are staggered. Contractor to provide expansion joints of 3mm at every 4.88m length wise and 4.992m width wise. Technical Parameters: • Fire (Class) – 1 & P • Acoustics – NRC 0.87 (For 15mm thk C50 Mounting) • Thermal conductivity (W/mk)– 0.08 • Climate (°C, RH) – 50, 90 • Light reflectance (%) – Low light reflectivity • Green (VOC, RC %) – Low, 30 "	750	SQFT

		Type 2: Supply and installation of Stretch wall fabric system by using FR Grade fabric of size 1400mm width, shall be stretched by using wooden base 10mm thick, rigid vinyl Stretch Tracks half wrap/full wrap 15mm (FS15) and Midseam 15mm (FS15), strand board, synthetic polyfibre infill with requisite accessories & tools. Square edge magnesite bonded pinewood fiber panels of size 600x1200x10mm having density 400kg/m3, weight 4kg which is fixed to wall with suitable fasteners. Synthetic polyfibre 5x10mm thick adhered on strand panel by using Stick 7 adhesive. Fabric of width 1400mm is then aligned to the Stretch tracks by following the fabric thread line or pattern. The fabric is stretched and tucked into the Stretch tracks and secure into the locking jaws so that it will be smooth, free of wrinkles with the tucking tools. Minimum 50mm additional fabric is required for tucking hence maximum module wall fabric width would be 1300mm. Technical Parameters: • Core - pine Woodfibre & polyfibre • Fire – 1 • Acoustics – NRC 0.85 • Climate (OC RH) – 49, 90 • Termite resistance – Yes • Light reflectance – Colour dependent • Green (RC %) – 25 • Hygiene (VoC, Clean room) – Low, Class 1 Note: The use of type 1 & type 2 acoustic material shall be based on the approved design of the conference room by OIL. Minor modification or addition of work to improve the décor and ambience of the office should be done during execution of jobs. Color & pattern shall be approved		

		before the commencement of work. The installation of light/ COV light as per design shall also be completed along with panel works. Make: Anutone/Hera Design/Tectum or substantially equivalent		
60	Blinds	Supply and Installation of modern designed OIL approved Roller Blinds for windows	100	Sq Ft.
70	Cassette Air Conditioners	Supply and installation of Cassette Air Conditioners- Capacity- 2TR (each) Star rating- 5 star Compressor- Inverter Cooling mode: Unique 5 in 1 cooling mode Design: Features anti-corrosive blue fins for protection against harsh climate conditions. Make- Bluestar/ LG/ Voltas/ Carrier/Samsung or substantially equivalent	2	NO
80	Revolving Chair (Mid back)	Supply and installation of modern contemporary executive office Revolving Chair (Mid back) with following specifications- •Chrome finish base and PU finish arms •Leather/ Faux leather seat and back •Dual wheel casters for carpet •Adjustable tilt tension and locking •Pneumatic seat height adjustment •360-degree swivel for ease of motion Make: Godrej (La Seda Marvel) or substantially Equivalent	30	NO
90	Revolving Chair (High back)	Supply and installation of Revolving Chair (High back) with following specifications- •Chrome finish base and PU finish arms •Leather/ Faux leather seat and back	1	NO

		•Dual wheel casters for carpet •Adjustable tilt tension and locking •Pneumatic seat height adjustment •360-degree swivel for ease of motion Make: Godrej (La Seda Marvel) or substantially Equivalent		
100	False Ceiling works	Installation of false ceiling with including lighting fixtures, molding and other decorative elements.	50	Sq Metre
110	Supply, Installation, Testing LED LUMINA	Supply, Installation, testing and commissioning of recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessories for fixing in the POP type ceiling including supplying, fixing arrangement and connection with 3x1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthling etc. as required. Minimum output Lumen shall be 3200 and colour temperature shall be 55O0K to 6500K. Driver shall be external. Efficacy shall be more than 90%. Power factor>0.9, THD < 10% , IEC Compliant for safety.	6	Nos.
120	Supplying & Fixing of call bell	Supplying and fixing of Remote Call bell (Buzzer) push switch including connection as approved by the Dept.as required.	1	No.
130	COV Lights	Supply, Installation, testing and commissioning of adequate Watt COV light	5	No.
140	Main door (flush door with glass)	Supply and installation of toughened glass (keshar safety /HITTECH/ SA1NT GOBAIN) partition and flush door laminate flnish with all types of hardware, lock, patch, etc. with SS haldle and other screw fittings (ozone/dorma/ haffle/ Godrej).	10	Sq. Metre
150	Wall niche designer	Providing and Fixing Wall Niche as per modern design. The wall niche will be made up of plywood with laminate on all exposed surfaces.	1	LSM

Note: The bidder must study the Tender and quote for the total solution of works in all respects. The bidder may carry out pre site survey/visit at his/her own cost before bidding for the tender.

SAFETY MEASURES

To,
CGM-CONTRACTS (HOD)
OIL INDIA LIMITED
DULIAJAN-786602

1.0 DESCRIPTION OF WORK/SERVICE: IFB No. CDIxxxxP27 for *'Hiring of services for carrying out the interior works of Conference Room at Intermediate Tank Farm (ITF)- Tengakhat for a period of 04(four) months.'*

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 following HSE (Health, Safety & Environmental) POINTS:

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

The Contractor shall abide by the following HSE (health, Safety & Environmental) points as mentioned below:

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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).

2.7 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.

2.8 In case of deviation of SOP or non-availability of SOP, Job Safety Analysis (JSA) shall be carried out before commencement of the work.

2.9 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.

2.10 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

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

2.12 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.

2.13 OIL will communicate all information to the Contractor or his authorized representatives only. Contractor shall submit details of authorized representative wherever applicable.

2.14 The Contractor shall have to report all incidents including near miss to the representatives of OIL.

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.

2.15 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.

2.16 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.

2.17 Barricading of area to be done with reflecting tapes as applicable during work.

2.18 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.

2.19 Smoking is prohibited 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.

2.20 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.

2.21 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.

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

2.23 The Contractor or his representative shall arrange daily toolbox meetings and maintain records.

2.24 All safety gears as per requirement of job are to be provided to the working personnel before commencement of the work.

2.25 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.

************End of SM************

IFB No. CDI2730P27

PRICE BIDDING FORMAT

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

Job Description: (IFB No. CDI2730P27): Hiring of services for carrying out the interior works of Conference Room at Intermediate Tank Farm (ITF)- Tengakhat.

NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
			A	B	C = A * B
10	**Conference Table customized:** Providing Conference table (10-seater) as per design on site in 19 mm marine plywood framework with 19 mm marine plywood with 1 mm thickness laminate for exposed faces. Tabletop shall be as per OIL approved detailed drawing with solid surface top white/ wood grain colour (LG, MERINO or substantially equivalent) along with pop-up box (Legrand/Havells or substantially equivalent) having HDMI, USB, Aux slot and power plug.	NO	1		₹ -
20	**Wall Display cum Cabinet customized:** Providing and fixing storage units of full/ low height as per OIL approved drawing. They shall consist of 16mm thickness. marine ply top, sides, bottom, shelves and shutters & 6mm thickness marine ply for back. The bottom of the storages shall be at 75mm from FFL. The shutter with box type hinges of approved make & edge bend 2mm on edges of shutters and carcass of .8mm edge bend. Division of the shutters shall be made equally according to the length of the storages. All the external surfaces shall be finished with 1.0mm thickness. Laminate of approved make. 18mm thickness. marine Ply shelves at 16" interval (approximately / divided equally) shall be provided. All inner surfaces shall be finished with laminate including the shutters. Rate shall be inclusive of all necessary approved fittings like hinges, locks, 150mm long SS brushed finish handles, tower bolts and any necessary hardware items.	NO	1		₹ -
30	**Side Table customized:** Providing side table as per design on site in 19 mm marine plywood framework with 19 mm marine plywood with 1 mm thickness laminate for exposed faces. Tabletop shall be as per OIL approved drawing with solid surface top white/ wood grain colour (LG, MERINO).	NO	2		₹ -
40	**Bookcase/ File Cabinet customized:** Providing modern design wooden bookcase/ file cabinet unit of full/ low height as per OIL approved drawing.	NO	1		₹ -
50	**Acoustic Wall Panelling & Lightening:** *Type 1:* Supply & installation of Wooden Slats made of pinewood E1 grade fiberboard, melamine, slats L32-2 - (2mm grooves@ 32mm centers), back-lined with acoustical fleece, tongue-groove edge for a seamless look, size 128x2440x16mm, volume density 800Kg/m3, weight 8Kgs/m2 (L16), 10.5Kgs/m2 (L32), 11Kgs/m2 (L64) with all fittings and fixtures. Strut framework system includes Strut CC10 aluminum core cross channel having thickness 0.55mm, length 3600mm, knurled web 40mm, depth 10mm and equal flanges 15mm is fastened to wall or framework behind vertically/horizontally at every 600mm c/c. Strut CC18 aluminum core cross channel, thickness 0.5mm, length 2400mm, web 15mm & 27mm, depth 18mm and flanges of 7mm with suitable edge & center brackets is then fixed perpendicular to the Strut CC10 Cross channel with the help of fasteners at every 400mm centers. Slats Surco of size 128x 2440x16mm in then fixed perpendicular to CC18 with suitable edge & center brackets. Short edges of the panel are staggered. Contractor to provide expansion joints of 3mm at every 4.88m length wise and 4.992m width wise. Technical Parameters: • Fire (Class) – 1 & P • Acoustics – NRC 0.87 (For 15mm thk C50 Mounting) • Thermal conductivity (W/mk)– 0.08 • Climate (°C, RH) – 50, 90 • Light reflectance (%) – Low light reflectivity • Green (VOC, RC %) – Low, 30 " *Type 2:* Supply and installation of Stretch wall fabric system by using FR Grade fabric of size 1400mm width, shall be stretched by using wooden base 10mm thick, rigid vinyl Stretch Tracks half wrap/full wrap 15mm (FS15) and Midseam 15mm (FS15), strand board, synthetic polyfibre infill with requisite accessories & tools. Square edge magnesite bonded pinewood fiber panels of size 600x1200x10mm having density 400kg/m3, weight 4kg which is fixed to wall with suitable fasteners. Synthetic polyfibre 5x10mm thick adhered on strand panel by using Stick 7 adhesive. Fabric of width 1400mm is then aligned to the Stretch tracks by following the fabric thread line or pattern. The fabric is stretched and tucked into the Stretch tracks and secure into the locking jaws so that it will be smooth, free of wrinkles with the tucking tools. Minimum 50mm additional fabric is required for tucking hence maximum module wall fabric width would be 1300mm. Technical Parameters: • Core - pine Woodfibre & polyfibre • Fire – 1 • Acoustics – NRC 0.85 • Climate (OC RH) – 49, 90 • Termite resistance – Yes • Light reflectance – Colour dependent • Green (RC %) – 25 • Hygiene (VoC, Clean room) – Low, Class 1 *Note:The use of type 1 & type 2 acoustic material shall be based on the approved design of the conference room by OIL. Minor modification or addition of work to improve the décor and ambience of the office should be done during execution of jobs. Color & pattern shall be approved before the commencement of work. The installation of light/ COV light as per design shall also be completed along with panel works.* *Make: Arutone/Hera Design/Tectum or substantially equivalent*	SQFT	750		₹ -
60	**Blinds:** Supply and Installation of modern designed OIL approved Roller Blinds for windows	Sq Ft.	100		₹ -
70	**Cassette Air Conditioners:** Supply and installation of Cassette Air Conditioners- Capacity- 2TR (each) Star rating- 5 star Compressor- Inverter Cooling mode: Unique 5 in 1 cooling mode Design: Features anti-corrosive blue fins for protection against harsh climate conditions. Make- Bluestar/ LG/ Voltas/ Carrier/Samsung or substantially equivalent	NO	2		₹ -
80	**Revolving Chair (Mid back):** Supply and installation of modern contemporary executive office Revolving Chair (Mid back) with following specifications: •Chrome finish base and PU finish arms •Leather/ Faux leather seat and back •Dual wheel casters for carpet •Adjustable tilt tension and locking •Pneumatic seat height adjustment •360-degree swivel for ease of motion Make: Godrej (La Seda Marvel) or substantially Equivalent	NO	30		₹ -

IFB No. CDI2730P27

PRICE BIDDING FORMAT

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

Job Description: (IFB No. CDI2730P27): Hiring of services for carrying out the interior works of Conference Room at Intermediate Tank Farm (ITF)- Tengakhat.

NAME OF BIDDER	
Bidder's GSTIN No.	
SAC Code	

Item No.	Description of Services	UOM	Estimated Quantity	Rate (Rs.) to be quoted Excluding GST	Amount (Rs.) Excluding GST
90	**Revolving Chair (High back):** Supply and installation of Revolving Chair (High back) with following specifications- •Chrome finish base and PU finish arms •Leather/ Faux leather seat and back •Dual wheel casters for carpet •Adjustable tilt tension and locking •Pneumatic seat height adjustment •360-degree swivel for ease of motion Make: Godrej (La Seda Marvel) or substantially Equivalent	NO	1		₹ -
100	**False Ceiling works:** Installation of false ceiling with including lighting fixtures, molding and other decorative elements.	Sq Metre	50		₹ -
110	**Supply, Installation, Testing LED LUMINA:** Supply, Installation, testing and commissioning of recessed type 35 to 38 W LED CRCA powder coated luminaire complete with all mounting accessories for fixing in the POP type ceiling including supplying, fixing arrangement and connection with 3x1.5 sq. mm FR PVC insulated, copper conductor, single core cable and earthling etc. as required. Minimum output Lumen shall be 3200 and colour temperature shall be 5500K to 6500K. Driver shall be external. Efficacy shall be more than 90%. Power factor>0.9, THD < 10% , IEC Compliant for safety.	Nos.	6		₹ -
120	**Supplying & Fixing of call bell:** Supplying and fixing of Remote Call bell (Buzzer) push switch including connection as approved by the Dept.as required.	No.	1		₹ -
130	**COV Lights**: Supply, Installation, testing and commissioning of adequate Watt COV light	No.	5		₹ -
140	**Main door (flush door with glass):** Supply and installation of toughened glass (keshar safety /HITTECH/ SA1NT GOBAIN) partition and flush door laminate finish with all types of hardware, lock, patch, etc. with SS haldle and other screw fittings (ozone/dorma/ haffle/ Godrej).	Sq. Metre	10		₹ -
150	**Wall niche designer:** Providing and Fixing Wall Niche as per modern design. The wall niche will be made up of plywood with laminate on all exposed surfaces.	LSM	1		₹ -
				Total (Rs.) (exclusive of GST)	-
Applicable GST Rate in %		**Applicable GST#**		**Total (Rs.) (inclusive of GST)**	-

This value is to be maintained under the "Total Bid Value" in the E-Tender portal. Bidders to refer **Clause 7.0** of Forwarding Letters for details.

#Please select from the following list: **CGST + SGST / CGST + UTGST / IGST / None**

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

2. The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) for each option individually i.e. considering the Total quoted price inclusive of all liabilities and GST (CGST & SGST/UTGST or IGST).

3. 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.

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

5. 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.

6.0 Refer to GCC &SCC for detail of GST. Refer to SOQ & SCC for Item detail Description.

7.0 Bidders are required to quote unit rate against all the items as per Price Bid Format.

8.0 The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.

LIST OF PROFORMAS

Sl. No	PROFORMA NOS	DESCRIPTION
1	PROFORMA I	**Bid form**
2	PROFORMA-II	**Statement of non-compliance (if any)**
3	PROFORMA-III	**Proforma letter of authorization for attending bid opening**
4	PROFORMA-IV	**Proforma letter of authority**
5	PROFORMA-V	**Bid Security Declaration**
6	PROFORMA-VI	**To be filled-up/submitted by the vendor on letter head for E-remittance**
7	PROFORMA-VII	**Form of performance bank guarantee**
8	PROFORMA-VIII	**Agreement form**
9	PROFORMA-IX	**Format of undertaking by bidders towards submission of authentic information/documents (to be typed on the letter head of the bidder)**
10	PROFORMA-X	**Certificate of compliance to financial criteria**
11	PROFORMA-XI	**Technical evaluation sheet**
12	PROFORMA-XII	**Commercial check list**
13	PROFORMA-XIII	**Undertaking towards submission of performance bank guarantee**
14	PROFORMA-XIV	**Safety measures**
15	PROFORMA-XV	**Certificate of annual turnover & net worth**
19	PROFORMA-L	**PROFORMA OF "INSURANCE SURETY BOND" F "PERFORMANCE SECURITY"**
20	PROFORMA-Z	**FORMAT FOR HINDRANCE REGISTER**

PROFORMA-I

BID FORM

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

Sub: IFB No. CDI2730P27 for '*Hiring of services for carrying out the interior works of Conference room at Intermediate Tank Farm (ITF)- TENGAKHAT*.'

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 **90 days** from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2026.

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

PROFORMA-II

STATEMENT OF NON-COMPLIANCE (IF ANY)

(Only exceptions/deviations to be rendered)

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

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

Signature of Bidder: _____

Name: _____

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

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

TO
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
P.O. DULIAJAN-786602
Assam, India

Sir,

SUB: IFB No. CDI2730P27 for '*Hiring of services for carrying out the interior works of Conference room at Intermediate Tank Farm (ITF)- TENGAKHAT.*'

I/We _____ confirm that Mr. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against **IFB No. CDI2730P27 for '*Hiring of services for carrying out the interior works of Conference room at Intermediate Tank Farm (ITF)- TENGAKHAT.*'**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-IV

PROFORMA LETTER OF AUTHORITY

TO
CGM-CONTRACTS (HoD)
Contracts Department
P.O. DULIAJAN PIN-786602
Dist. Dibrugarh, Assam
India

Dear Sir,

SUB: IFB No. CDI2730P27 for '*Hiring of services for carrying out the interior works of Conference room at Intermediate Tank Farm (ITF)- TENGAKHAT.*'

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. CDI2730P27 for '*Hiring of services for carrying out the interior works of Conference room at Intermediate Tank Farm (ITF)- TENGAKHAT.*'** 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.

PROFORMA-V

BID SECURITY DECLARATION

To
M/s OIL INDIA LIMITED,
CONTRACTS DEPARTMENT,
DULIAJAN, ASSAM, INDIA, PIN-786602

I/We hereby declare and confirm that if I/we withdraw or modify our bids during the period of validity; or if are awarded the contract and if fail to sign the contract; or if fail to submit Performance Security before the deadline defined in the NIT; I/we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

_____
Signature of Bidder with Official Seal

PROFORMA-VI

[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

PROFORMA-VII

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. Oil India Limited
Contracts Department
Duliajan, Assam - 786602

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

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

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

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

This guarantee is valid until the _____day of _____

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

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

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

Notwithstanding anything contained herein:

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

b) This guarantee shall be valid till .....

c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(Date of Expiry of BG PLUS one year claim period).

d) At the end of the claim period that is on or after ..... (Date of expiry of the Bank Guarantee Plus Minimum of 1 year claim period shall be stipulated) all your rights under this Guarantee shall stand extinguished and we shall be discharged from all our liabilities under this Guarantee irrespective of receipt of original Bank Guarantee duly discharged, by Bank.

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

SIGNATURE AND SEAL OF THE GUARANTORS_____
Designation_____
Name of the Bank_____
Address _____

Note:

The Bank Guarantee issuing bank branch shall ensure the following:

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

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

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

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.

PROFORMA-VIII

AGREEMENT FORM

This Agreement is made on ____ day of _____ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. _____ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services _____ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. _____ dated _____ based on Offer No. _____ dated _____ submitted by the Contractor against Company's IFB No. _____ and the Contractor accepted the same vide Letter No. _____ dated _____.

WHEREAS, the Contractor has furnished to Company the performance security in the form of DD/BC/BG for Rs. _____ (being 3% of Annualized Contract value) with validity of 90 (Ninety) days beyond the contract period.

All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

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

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

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:
(a) PART-I indicating the General Conditions of this Contract;
(b) PART-II indicating the Schedule of work, unit, quantities & rates;
(c) PART-III indicating the Special Conditions of Contract;
(d) PART-V indicating the Safety Measures.

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

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

PROFORMA- IX

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

Ref. No_____ Date _____

Sub: Undertaking of authenticity of information/documents submitted

To,
The CGM-Contracts (HoD)
Contracts Department,
OIL, Duliajan

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 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)

PROFORMA-X

(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 'b' under Clause 3.0 Financial Criteria of BEC/BRC

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 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.

PROFORMA-XII

COMMERCIAL CHECK LIST

Bidder's Name:_____

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

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

12.	Confirm that percentage of Local Content along with Certificate of Incorporation/registration and other relevant documents required under BEC Clause No. 1.0 has been submitted.	
13.	~~Confirm whether you want to avail/claim Purchase Preference. If yes, specify under which category: **PP-LC/MII or MSE**?~~	
14.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures.	
15.	Confirm acceptance to all terms & conditions of the Tender.	
16.	Confirm that all correspondence must be in English Language only.	
17.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
18.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
19.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	
20	Confirm that you have duly filled up and submitted the Technical Evaluation Sheet for BEC BRC	

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 _____

PROFORMA-XIII

UNDERTAKING TOWARDS SUBMISSION OF BANK GUARANTEE

To,
Oil India Limited
Contracts Department
Duliajan, Assam - 786602

We, M/s..... are submitting the Performance Security 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 Telephone Fax
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: _____

Encl: Original bank guarantee

PROFORMA-XIV

To,
CGM-CONTRACTS (HoD)
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of service: IFB No. CDI2730P27 for '*Hiring of services for carrying out the interior works of Conference room at Intermediate Tank Farm (ITF)- TENGAKHAT.*'

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 as stipulated in SOW of the contract.

(Seal) Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF CONTRACTOR

PROFORMA-XV

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 03 (Three) completed accounting years upto..... **(as the case may be)** are correct.

YEAR	**TURN OVER** In INR	**NET WORTH** In INR

Place:
Date:

Seal:

Membership Number: Signature

Registration No.:

UDIN:

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

(To be stamped in accordance with the Stamp Act)

To **M/s OIL INDIA LIMITED,** **Address: DULIAJAN, DIBRUGARH, ASSAM** **PIN-786602**	**Insurance Surety Bond (ISB) No.**	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No./e-Stamp Certificate No.	

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

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

AND WHEREAS we (May incorporate the Insurer) have agreed to give the Contractor such an Insurance Surety Bond; NOW THEREFORE we hereby affirm that we are Insurer on behalf of the Contractor, up to a total of (Amount of ISB in figures) _____ (in words_____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we, undertake to pay you, upon your first written demand stating the default/breach committed by the Contractor without cavil or arguments, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

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

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Contractor or the Surety Insurer or any absorption, merger or amalgamation of the Contractor or the Surely Insurer with any other person.
2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.
3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
4. Notwithstanding anything contained herein:

   a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) . . . . . (currency in words only) . . . . .

   b) This Insurance Surety Bond shall remain in force upto _____ and any extension(s) thereof; and

   c) The Surety insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the insurer on or before the midnight of .....(indicate date of expiry of claim period which includes minimum **three months** from the expiry of this Insurance Surety Bond) and any extension(s) thereof. If a claim has been received by us within the said date, all the rights of Company under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

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

Witness: **Issuing Authority:**

.....	.....
(Signature)	(Signature of the Authorised Signatory)
.....	.....
(Name)	(Name)
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....
Date.....

TECHNICAL EVALUATION SHEET FOR BEC

Bidder's Name: _____ **PROFORMA-XI**

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1.	**1.0**	**1.0 VITAL CRITERIA FOR ACCEPTANCE OF BIDS** **1.1** Bidders are advised not to take any exception/deviations to the bid document. Exceptions/Deviations, if any, should be brought out and discussed during the pre-bid conference. In case Pre-bid conference is not held, the exceptions/ deviations along with suggested changes are to be communicated to OIL within the date specified in the NIT and bid document. OIL after processing such requests, OIL may communicate the changes, if any, through an addendum to the tender document. If the bidder(s) still maintains exceptions/deviations in the bid, such conditional/ non-conforming bids shall not be considered and will be liable for rejection. **1.2** The bid shall conform generally to the full scope of work, specifications and terms & conditions given in this tender document. Bids shall 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			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		related to BEC shall be submitted along with the Technical Bid.			
2.0 TECHNICAL CRITERIA					
2.	**2.1**	**2.1.1** Bidder must have experience of successfully executed/ completed '**SIMILAR WORK'** over the last previous 07 (seven) years reckoned from the original bid closing date in Central Government / State Government Organization / PSUs / Nationalised Banks/ Public Limited Company of India. i. One similar completed work each costing not less than ₹ **14,75,000.00** only; Or ii. Two similar completed works each costing not less than ₹ **9,21,900.00** only; Or iii. Three similar completed works each costing not less than ₹ **7,37,500.00** only.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
3.	**Notes to Clause 2.1.1 above:**	***A.*** **'SIMILAR WORK'** mentioned above means ***"Successful completion of renovation and/or interior works comprising of false ceiling /wall panelling works including electrical works."*** **B.** Proof of requisite Experience, viz. award and subsequent successful execution/completion of '**SIMILAR WORK**' (refer Clause No. 2.1.1 above), must be substantiated by submission of the following documents along with the bid: (a) Contract document/ Letter of Intent (LOI)/Letter of Award (LOA)/ Work Order showing detailed scope of work in line with Clause 2.1.1 above, **AND** (b) Job Completion Certificate showing: (i) Gross value of job/quantity done (ii) Nature of job done and Work Order No. / Contract No.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		(iii) Contract period and date of completion **OR** SES (Service Entry Sheet) / Certificate of Payment (COP) issued by the company indicating the following: (i) Work Order No. / Contract No. (ii) Gross value of jobs/quantities done (iii) Period of Service (iv) Nature of Service **C.** Only Letter of Intent (LOI)/Letter of Award (LOA), or Work Order(s) are not acceptable as evidence. **D.** In case requisite experience is against **OIL's Contract**, bidder shall only be required to categorically specify OIL's Contract Number and			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		date. **E.** Mere award of contract(s) will not be counted towards experience. Successful completion of the awarded contract(s) to the extent of volume & value, as stipulated under Clause No. 2.1.1 will only be treated as acceptable experience. **F.** Following work experience will also be taken into consideration for evaluation of bidders' eligibility: (a) If the bidder is executing one" **Similar Work**" which is still running and the contract value/quantity (as applicable) executed under such contract within the prescribed period of 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum requirement as stipulated under Clause No. B of the BEC. (b) In case the start date of the requisite experience of "**Similar Work**" is earlier than the prescribed 07 (seven) year period reckoned from the			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		original bid closing date, but its completion falls within the prescribed 07 (seven) year period reckoned from the original bid closing date and the value/quantity (as applicable) executed for such similar work during the last 07 (seven) years reckoned from the original bid closing date is equal to or more than the minimum requirement as stipulated under Clause No. B of the BEC. (c) If the If the bidder has executed a contract in which the "**Similar Work**" is a component of the contract, and the value/quantity (as applicable) for such "Similar Work" executed within the 7(seven) year period reckoned from the original bid closing date is equal to or more than the minimum requirement as stipulated under Clause No. B of the BEC. • In case, the document(s) submitted by the bidder under Clause No. B above are not sufficient to establish the value/quantity/period (as applicable) of execution of the "**Similar Work**" as required under clause no. F (a), (b) & (c) above, the bidder shall additionally submit a detailed breakup of the works executed under such contract, clearly indicating the value/quantity/period (as applicable) of "Similar Work" which should be duly certified by the end user or a certificate issued			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		by a practicing Chartered / Cost Accountant Firm (with Membership Number & Firm Registration Number), clearly certifying the value/quantity/period (as applicable) of the "Similar Work" executed within the prescribed period of seven (07) years along with the Un-priced Techno- commercial Bid. **G.** Experience of executing '**SIMILAR WORK**' through 'sub-contracting' shall not be considered for evaluation. **H.** **'SIMILAR WORK**' executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC. **I.** Bids submitted for part of the **'SIMILAR WORK'** will be rejected. **J.** Bid will be rejected if not accompanied with adequate documentary proof in support of Work experience as mentioned in Para 2.1.1.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		K. Any Bidder, if participated in the tender as Joint Venture, Consortium and through any other arrangement like MOU with another party, such offers shall not be considered for evaluation. **L.** Only one bid against a party offering individually as well as under Proprietorship/Partnership firms shall be accepted. In case any bidder is found to submit more than one bid including separate bids under proprietorship as well as under any Partnership firm then all the bids submitted by the bidder in his own name or in the name of firm where he/she is a partner/sole proprietor will be rejected.			
2.2 <u>FINANCIAL CRITERIA</u>					

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
4.	2.2	**2.2.1** Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **₹ 5,53,200.00** only. **2.2.2 Net worth** of bidder must be positive for preceding financial / accounting year. **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 (bidder) during a financial year" as per the Companies Act, 2013 Section 2 (91). • Net worth shall mean: "Share capital + Reserves created out of profits and securities Premium – Aggregate value of accumulated losses (excluding revaluation reserves) – deferred expenditure – Miscellaneous Expenditure to the extent not written off and carried forward Loss - Reserves created out of write back of depreciation and amalgamation" • The Net worth to be considered against the clause above, should be read in conjunction with the definition of Net worth as mentioned in Section 2 (57) of The Companies Act, 2013.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		• ~~**For MSE Bidders:** *"For MSE Bidders: Registered MSE bidders (Manufacturers/Service Providers only, and not their dealers/distributors) shall be exempted from meeting the Financial Turnover criterion under Clause 3.0 (i) above. Bidders seeking this exemption must submit valid supporting documents along with their bid. However, all the bidders (including MSEs) must meet the criteria for* **Net Worth** *as stipulated under* **Clause No. 2.2.2.**"~~			
5.	**Notes to BEC Clause 2.2 above:**	**A.** For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid: **(i)** A certificate* issued by a practicing Chartered / Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in **PROFORMA-XV.** **OR** **(ii)** (Financial Statements (Balance Sheet & Profit & Loss account along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		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. **B.** 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			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		has to submit an undertaking in support of the same along with their technical bid as per **PROFORMA-X**. **C.** 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. **D.** In case the bidder is a Government Department, they are exempted from submission of documents mentioned under **Para-A. & Para-B.** above. **E.** Bid will be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 2.2.1 & 2.2.2.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
COMMERCIAL EVALUATION CRITERIA					
6.	**3.0**	**3.1** The bids are to be submitted in **Single Stage Composite Bid System** i.e., Un-priced Techno-Commercial Bid and Price Bid together. The Un-priced techno-commercial bid (or technical bid) must comprise of all the technical documents substantiating the previous experience, financial & technical credentials of the bidder and any other document as asked for in the bid document. Only the Price Bid should contain the quoted price. **3.2** 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. For detailed may please refer to **Clause No. 12.0 of INSTRUCTIONS TO BIDDERS (ITB).** **3.3** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		3.4 Any bid received in the form of Physical document/ Telex/ Cable/ Fax/ E-mail will not be accepted. **3.5** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected. **3.6** 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 persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected. **3.7** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document. **3.8** 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) Bid Security **(Not Applicable for this tender)** ***Note:*** *Bid Security/EMD is not applicable against this tender. However, bidders shall submit (Proforma-V) along with their bid a signed "Bid*			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		Security Declaration" accepting that, if they withdraw or modify their bids during the period of validity; or if they are awarded the contract and they fail to sign the contract; or if they fail to submit Performance Security before the deadline defined in the NIT; they will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry. (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			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		(xiii) Applicable Laws (xiv) Specifications (xv) Mobilization Period (xvi) Integrity Pact **(Not Applicable for this tender)** **3.9** Bid received with validity of offer less than **Niney (90) Days** from Bid Closing Date will be rejected. **3.10** Bidders shall submit declaration as per **Appendix-1** 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. **3.11** Bidders shall submit declaration as per **Appendix-2** 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.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		3.12 The bidder shall submit an undertaking/declaration as per **Appendix-3** confirming that they have read and understood OIL's Banning Policy and that neither they nor any of their allied concerns or partners or associates or directors, or proprietors involved in any capacity, are currently on OIL's Holiday/Banning List. Further, the bidder shall confirm that neither they nor any of their aforementioned entities have, during the last three years, been involved in any transgression with any company conforming to the Transparency International (TI) approach or with any Public Sector Enterprise of India that could justify exclusion from the tender process. The bidder shall also disclose details of all such allied entities, if any, as required under the Banning Policy.			
7.	**PRICE EVALUATION CRITERIA**	**4.1** Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated 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.\ **4.2** If a bidder quotes Total Charges/Consideration as NIL, the bid shall be			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		treated as unresponsive and will not be considered. **4.3** It is 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 number of days/parameters. **4.4** The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any. **4.5** 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. **4.6 The inter-se-ranking of the techno-commercially qualified bidders will be determined on overall lowest cost basis (L-1 offer) i.e., considering the Total quoted price inclusive of all liabilities and GST.** **4.7** Based on the evaluation of techno-commercially qualified bidders, the			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		job will be awarded to the L-1 bidder. This service is not splitable. **4.8** In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price. **4.9** 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. **4.10** When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/Contracts will be binding on the bidder. **4.11** 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.			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		4.12 For evaluation purpose, quoted unit rates against each Line Item of the price bidding format shall be considered only upto 02 (two) decimal places without rounding off for evaluation. **4.13** In case the GST rating of Contractor on the GST portal/Govt. official we is negative/black listed, then the bids may be rejected by OIL. Further, in rating of bidder is negative/black listed after award of work for suppl goods/services, then OIL shall not be obligated or liable to pay or reimburse to such Contractor and shall also be entitled to deduct/recover such GST a with all penalties/interest, if any, incurred by OIL.			
8.	**PURCHASE PREFERENCE CLAUSE:**	**5.0 PURCHASE PREFERENCE CLAUSE:** **5.1 PURCHASE PREFERENCE CLAUSE: MSEs Units (manufacturers / Service Providers: (NOT APPLICABLE FOR THIS TENDER)** ~~**5.2 PURCHASE PREFERENCE POLICY (PPP-MII): This service is not splitable.**~~ ~~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 and as amended time to time with modifications as~~			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		~~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. The minimum local content and the margin of purchase preference are as per notifications from Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India from time to time.~~			
9.	**GENERAL:**	**6.1** In case bidder takes exception to any clause of bidding document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC. **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			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		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 also and such clarifications fulfilling the BEC 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 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 contradict with other clauses of bidding document elsewhere, the clauses in the BEC shall prevail. **6.5** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC & 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			

TECHNICAL EVALUATION SHEET FOR BEC

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder must indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
		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.			
10.	**CHECKLIST FOR BEC/PQC:**	**7.0 CHECKLIST FOR BEC:** Enclosed as **TECHNICAL EVALUATION SHEET (PROFORMA-XI)** and **COMMERCIAL CHECK-LIST (PROFORMA-XII).** To be submitted along with the technical bid. In case of non-submission of the checklist, the offer shall be liable for rejection.			
11.	**COMPLIANCE OF THE COMPETITION ACT, 2002**:	**8.0 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.			

APPENDIX-1

DECLARATION ABOUT BIDDER'S FINANCIAL STANDING

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

Sub: Undertaking/Declaration regarding financial standing

Ref: Tender No. _____

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

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

(OR)

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

Place: _____
_____

Date: _____ (Name & Signature of the authorised

signatory of the bidder)

APPENDIX-2

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

To,
CGM-CONTRACTS
OIL INDIA LIMITED
DULIAJAN - 786602

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

Ref: Tender No. _____

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

Place: _____

_____

Date: _____ (Name & Signature of the authorised signatory of the bidder)

APPENDIX-3

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

To,
M/s. OIL INDIA LIMITED

TENDER NO. _____

Tender Description: _____

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

Ref: Tender No. _____

a) We, __ (Name of the bidder) solemnly affirm that we have read and understood OIL's Banning Policy as available at OIL's website https://www.oil-india.com/banning-policy and accept the Banning Policy in toto without any demur, protest, reservations and agree to be bound by the said Policy.

b) We, 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.

c) We, also hereby declare that neither our company nor any of its allied concerns, partners or associates or directors or proprietors involved in any capacity, have not been involved in any previous transgressions in the last 3 years with any other company in any country conforming to the TI (Transparency International) approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

d) We, disclose the following allied concerns, partners or associates or directors or proprietors involved in any capacity in terms of the definition of Allied firms given in the "Banning Policy" of Oil India Limited:

Sl. No.	**Name**	**Address**	**PAN No.**	**GST No.**	**OIL Vendor Code**

Place: _____ _____

Date: _____ (Name & Signature of the authorized signatory the bidder)

PROFORMA Z - 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