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

CONTRACTS DEPARTMENT
TEL: (91) 374-2800548
E-mail: *contracts@oilindia.in*
Website: www.oil-india.com
FAX: (91) 374-2803549

FORWARDING LETTER

Sub: Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations'.

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 the nearest Airport being Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced/approved Contractors/Firms for the mentioned work /service under **Open Indigenous Tender, Single Stage Two Bid System** through Government e-Marketplace (GeM) Portal for **'Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations'**.

3.0 One complete set of Bid Document covering OIL's requirement for hiring of above services is uploaded in GeM Portal. You are invited to submit your most competitive bid against this tender on or before the scheduled bid closing date and time through GeM Portal. For your ready reference, few salient points of the tender (covered in detail in the Bid Document) are highlighted below:

(i)	Type of Bid	:	Open Indigenous Tender, Single Stage Two Bid System.
(ii)	Bid Closing Date & Time	:	As mentioned in GeM portal.
(iii)	Technical Bid Opening Date & Time	:	As mentioned in GeM portal.
(iv)	Price Bid Opening Date & Time	:	As mentioned in GeM portal.
(v)	Bid Submission Mode	:	Bids must be uploaded online in GeM Portal.

(vi)	Bid Opening Place	:	Office of CGM-Contracts Contracts Department, Oil India Limited, Duliajan-786602, Assam, India.
(vii)	Bid Validity	:	**120 days from Bid Closing Date**. 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 shall neither be required nor permitted to modify their bid.
(viii)	Mobilization Period	:	**30 (Thirty)** days from the date of issuance of Mobilization Notice by Electrical Dept. after issuance of Letter of Award (LOA).
(ix)	Bid Security/EMD Amount	:	**Rs. 2,70,200.00 EXCL. GST.**
(x)	Bid Security/EMD Validity	:	Upto **30.11.2026**
(xi)	Amount of Performance Security	:	3% of contract value EXCL. GST.
(xii)	Validity of Performance Security	:	90 days beyond the expiry period of the Contract.
(xiii)	Location of job	:	Inter location movement route/approach roads/existing rural and urban roads/ plinth area of various Drilling & Workover sites in Assam and Arunachal Pradesh.
(xiv)	Duration of the Contract	:	The duration of the contract shall be **04 (Four) years** and **30 (Thirty)** days from the date of issuance of Mobilization Notice by Electrical Dept. after issuance of Letter of Award (LOA). Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered for **04 (Four) years** from the date of completion of actual mobilization.
(xv)	Quantum of Liquidated Damage for Default in Timely Mobilization/ Completion	:	**Refer Clause No. 30.0** of General Conditions of Contract (GCC).
(xvi)	Bids to be addressed to	:	CGM-Contracts, Contracts Department,

			Oil India Limited, Duliajan-786602, Assam, India.
(xvii)	Pre-Bid Conference	:	**NA**
(xviii)	Last date of receipt of Pre-Bid Queries	:	**10 (Ten) days from the date of publishing of 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.
(xix)	Extension of Bid Closing date		Bidders are advised to submit their bid within the original Bid Closing date and refrain from requesting for extension of Bid Closing date. Such requests for extension shall not be entertained. However, OIL at its discretion may extend the Bid Closing date in case of exceptional/unavoidable circumstance only.
(xx)	Whether the Tendered Item is splitable	:	**NO**

4.0 No Bidder can withdraw his/her bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company. Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondence will be entertained in this regard.

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

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

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

8.0 **PROVISION FOR ACTION IN CASE OF ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service

provider will be dealt as per OIL's existing Banning Policy dated 17th March, 2023 available in OIL's website: www.oil-india.com.

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

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

11.0 RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES LAND BORDER WITH INDIA:

Subject to **Order No. F. No. 7/10/2021-PPD (1) dated 23.02.2023** (as amended from time to time), issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India, Bidders should take note of the following:

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

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

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

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

11.4 The beneficial owner for the purpose of para 11.3 above will be as under:

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

Explanation:

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

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

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

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

11.4.4 Where no natural person is identified under (11.4.1) or (11.4.2) or (11.4.3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

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

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

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

11.8 The bidders to provide an undertaking as per **Exhibit-II & Exhibit-III** along with their bid complying with Clause No. 10.1 above for participation in this tender.

11.9 If the undertakings viz. **Exhibit-I**, **Exhibit-II** and **Exhibit-III** given by a bidder whose bid is accepted is found to be false, this would be a ground for

debarment/action as per OIL's Banning Policy and further legal action in accordance with law.

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

Thanking you,
Yours faithfully,
OIL INDIA LIMITED

(UPASANA MALAKAR)
SENIOR MANAGER CONTRACTS (S)
For **CGM (CONTRACTS) (HoD)**
For **RESIDENT CHIEF EXECUTIVE**

INSTRUCTIONS TO BIDDERS (ITB)

1.0 ELIGIBILITY OF THE BIDDER:

1.1 The eligibility of the bidder is 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 Bids are to be submitted as per GeM Instructions & General Terms Conditions (GTC) and in accordance with the Bid Documents which is comprised of the following:

(a) Introduction
(b) Instruction to Bidders (ITB)
(c) Bid Evaluation Criteria/Bid Rejection Criteria (BEC-BRC)/Pre-Qualifying Criteria (PQC)
(d) Special Terms & Conditions (STC - GCC & SCC)
(e) Scope of Work (SOW)
(f) Service Level Agreement (SLA)
(g) Payment Terms
(h) BOQ
(i) PROFORMAS and Integrity Pact (IP)
(j) Additional Terms & Conditions (ATC)
(k) Integrity Pact (IP)

3.0 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.

4.0 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.

5.0 AMENDMENT OF BID DOCUMENTS:

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).

6.0 PREPARATION OF BIDS:

6.1 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.

6.2 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.

7.0 The bidders must enter an all-inclusive price (including GST) against the "OFFER PRICE" field while creating their response against the tender in GeM portal. Computation of the above-mentioned all-inclusive price must be done as per the Price Bid Format enclosed along with the BOQ. Bidders are required to quote for all the items as per the Price Bid Format. The duly filled 'PRICE BID/ FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders in GeM Portal only along with the Financial Bid, at the designated tab of the GeM Portal. Any Financial Bid without the duly filled Price Bid may be liable for rejection.

Note: The breakup of the quoted/offered price, as per the prescribed Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.

8.0 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.

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

10.0 BID PRICE:

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

10.2 All duties (except customs duty which will be borne by the Company) and taxes (excluding GST) 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.

11.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:
These are listed in PRE-QUALIFICATION CRITERIA (PQC)/BID EVALUATION CRITERIA (BEC), of the tender documents.

12.0 BID SECURITY:

12.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of Bid Security, pursuant to sub-clause 12.8.

12.2 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-V**) 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-XIV**) 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 45 days (Forty-Five)** days beyond the original bid validity period.

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

i. If the 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. In case of Bidders submitting Bid Security in the form of Insurance Surety Bond/Bank Guarantee/Bank Draft/Cashier's Cheque/Banker's Cheque/Fixed Deposit Receipt/Letter of Credit, the original hard copy of Bid Security should reach the office of **CGM-CONTRACTS** on or before **14.15 p.m. (IST)** on the bid closing/opening date otherwise bid will be rejected.

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

e. 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. 12.8** below. Bids without Bid Security Deposit in the manner specified above will be summarily rejected.

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

Sl. No.	Bank Name	Sl. No.	Bank Name
1	AU Small Finance Bank	18	Indian Bank
2	Axis Bank	19	Indian Overseas Bank
3	Bank of Baroda	20	IndusInd Bank
4	Bank of India	21	Karnataka Bank
5	Bank of Maharashtra	22	Karur Vysya Bank
6	Canara Bank	23	Kotak Mahindra Bank
7	Central Bank of India	24	Punjab and Sind Bank
8	City Union Bank	25	Punjab National Bank
9	DBS Bank	26	RBL Bank
10	DCB Bank	27	Standard Chartered
11	Dhanlaxmi 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 e-BG:

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	upasana_malakar@oilindia.in
E	Local Address	Duliajan, Dibrugarh, Assam-786602
F	Registered address	Duliajan, Dibrugarh, Assam-786602

g. **Submission of Bid Security in the form of Insurance Surety Bond**: In case Bid Security is submitted in the form of Insurance Surety Bond (as per **PROFORMA-XVI**) 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 "Forwarding Letter" 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 confirmed by the Company.

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 the waiver of Bid Security shall upload supporting documents as mentioned in **Para No. 13.0** below along with technical bid.

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

12.3 Any bid not secured in accordance with sub-clause 12.2 above shall be rejected by the Company as non-responsive.

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

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

12.6 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. 27.0 below is furnished.

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

12.8 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.

12.9 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).

12.10 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.

12.11 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 (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.

	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

13.0 **EXEMPTION FROM SUBMISSION OF BID SECURITY**: In case any bidder is exempted from paying 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) **MSEs Units (manufacturers/Service Providers** only and not their dealers/distributors) are eligible for exemption of Bid Security.

b) **Government Departments and Public Sector Undertakings (PSUs) are exempted from submitting bid security. However, such bidders must submit the bid security declaration as per format enclosed in the tender (PROFORMA-XV)**.

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

c) Documentation required to be submitted by MSEs: **Refer Clause No. 35.0 below.**

14.0 **PERIOD OF VALIDITY OF BIDS:**

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

14.2 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.

15.0 SUBMISSION OF BIDS:

Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - https://gem.gov.in/.

Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded under 'For Vendors << GeM Tender' in OIL's Website. The URL for the same is provided below for ready reference:
https://www.oil-india.com/pdf/Custom%20bid%20seller%20end.pdf

16.0 DEADLINE FOR SUBMISSION OF BIDS:

16.1 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.

16.2 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.

17.0 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.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 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.

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

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

19.0 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.

20.0 BID OPENING AND EVALUATION:

20.1 Company will open the Bids, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the 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.

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

20.3 Bids which have been withdrawn pursuant to clause 17.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.

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

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

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

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

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

21.0 OPENING OF PRICED BIDS:

21.1 Company will open the Priced Bids of the techno-commercially qualified Bidders on a specific date in presence of representatives of the qualified bidders.

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

21.3 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.

22.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per BID EVALUATION CRITERIA (BEC) of the Tender Documents.

22.1 Discounts/Rebates:

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

22.1.2 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.

23.0 CONTACTING THE COMPANY:

23.1 Except as otherwise provided in Clause 19.0 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 16.6.

23.2 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.

24.0 AWARD OF CONTRACT:

24.1 **Award criteria:** The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been

determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

25.0 **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.

26.0 **NOTIFICATION OF AWARD:**

26.1 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.

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

27.0 **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).

27.1 a. The Performance Security should be submitted in the form of irrevocable Bank Guarantee (as per **PROFORMA-XIV**) 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. Duly filled 'Undertaking' towards details of BG (Format attached as **PROFORMA-XV**) must be submitted along with original copy of PBG.

b. Alternately, the Performance Security can also be paid through Insurance Surety Bond (as per **PROFORMA-XVII**)/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 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

If 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 Insurance Surety Bond:** If the Performance Security is submitted in the form of Insurance Surety Bond (as per **PROFORMA-XVII**) 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 "Forwarding Letter" 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.

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

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

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

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

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

[Contract No. 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

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

Full address of the issuing bank
Branch Code
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"

27.5 To avoid delay in confirmation of Fixed deposit from the issuing bank and consequent delay in processing of bills and payment, party shall arrange the confirmation mail regarding issue of fixed deposit with the following details directly 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**
A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**

27.6 **Submission of Performance Security in the form of Electronic Bank Guarantee (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 E-BG

	Details of Beneficiary	
A	Name	OIL INDIA LIMITED
B	PAN	AAACO2352C
C	Date of Incorporation	18-02-1959
D	Email-ID	tridip.kalita@oilindia.in
E	Mobile No.	8638881600
F	Local Address	Duliajan, Dibrugarh, Assam-786602
G	Registered address	Duliajan, Dibrugarh, Assam-786602

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

27.8 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.

28.0 SIGNING OF CONTRACT:

28.1 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.

28.2 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.

28.3 In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The bidder will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

29.0 **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.

30.0 **MOBILISATION AND ADVANCE PAYMENT:**

30.1 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.

30.2 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.

30.3 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.

31.0 **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.

32.0 **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.

33.0 INTEGRITY PACT (IP):

33.1 OIL shall be entering into an Integrity Pact with the Bidders as per format enclosed in the Bid Document. The Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma 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 with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who has signed the bid.

33.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity pact.

33.3 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. The fees/expenses on dispute resolution shall be equally shared by both the parties.

33.4 OIL has appointed **Shri Radhakrishna Kini A, IPS (Retd.), 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 Radhakrishna Kini A, IPS (Retd.)
E-mail ID: arvkini2004@yahoo.co.in & arvkini2004@gmail.com

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

(c) Shri Ajit Mohan Sharan, IAS (Retd.), Former Secretary, Ministry of Ayush, Govt. of India, Mob No.: 9810701876
E-mail: ams057@gmail.com

34.0 GOODS AND SERVICES TAX:

34.1 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.

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

34.3 **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.

34.4 **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**.

34.5 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.

34.6 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.

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

34.8 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.

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

34.10 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.

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

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

35.0 Purchase Preference to Micro and Small Enterprises is applicable for this tender. Bidders seeking benefits, under Purchase Preference Policy (MSE) shall have to be registered under Udyam Registration or UAM as mentioned.

36.0 DOCUMENTS REQUIRED TO BE SUBMITTED BY MSE BIDDERS:

Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020.
The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender must submit the following documents along with the technical bid for availing the benefits applicable to MSEs.

i. Udyam Registration Number with Udyam Registration Certificate.

Note: In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed

37.0 In all National Competitive tenders, only Class-I local suppliers and Class-II local suppliers shall be eligible to bid.

[Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined in PP-LC policy; Class-II local supplier': means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under PP-LC policy].

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

Shri Upasana Malakar, Sr. Manager (Contracts-Services)
E-mail: upasana_malakar@oilindia.in;
Shri Indranil Neog, GM (Contracts-Services)
indranilneog@oilindia.in
contracts@oilindia.in

End of ITB

PRE-QUALIFICATION CRITERIA/(BID EVALUATION CRITERIA/BID REJECTION CRITERIA)

1.0 VITAL CRITERIA FOR BID ACCEPTANCE:

The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial bid.

2.0 ELIGIBILITY CRITERIA:

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

Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any)**, shall be applicable.

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

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

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

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

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

3.0 TECHNICAL CRITERIA:

3.1 The bidder must have an Electrical Contractor's License for minimum 11KV, issued or recognized/endorsed by any State Electrical Licensing Board/Govt. Authorized Body. This Electrical Contractor's License must be valid as on original bid closing date. In support of the same, the Bidder must submit a copy of valid Electrical Contractor's License along with their bid.

Further, the bidder shall submit an undertaking confirming that during execution of the subject contract, the Electrical Contractor's License shall be renewed upon expiry and maintained valid till completion of the contract.

3.2 Bidder must have experience of successfully executing/completing at least one **'SIMILAR WORK'** of value of minimum **Rs. 16,88,220.00** only, over the last seven (07) years reckoned from the original bid closing date in PSUs/Central Government/State Government Organization/Nationalized Banks/Public Limited Company, in India.

Notes to BEC Clause 3.0 above:

A. **'SIMILAR WORK'** as mentioned above means:

Erection/dismantling/maintenance jobs of electrical distribution networks.

B. For proof of requisite experience (refer Clause No. 3.2 above), the following documents/photocopy (self-attested/attested) must be submitted along with the bid:

i) Contract document/LOI/LOA/WO showing details of work,

AND

ii) Job Completion Certificate issued by the end user/client in their official letter head duly sealed and signed showing:

a) Gross value of job done
b) Nature of jobs done and Work Order No./Contract No.
c) Contract period and date of completion.

OR

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

a) Work Order No./Contract No.
b) Gross value of jobs done.
c) Period of service

d) Nature of service

C. Only Letter of Intent (LOI)/Letter of Award (LOA) and/or Work Order(s), Job Completion certificates are not acceptable as evidence of experience. However, in case the requisite experience is against OIL's contract, the bidder shall only be required to categorically specify OIL's Contract No.

D. Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value, as stipulated respectively under Clause No. 3.2 shall only be treated as acceptable experience.

E. Following work experience shall also be taken into consideration:

(a) If the prospective bidder is executing a contract in which work (as mentioned under Clause No. 3.2) is still running and the contract value executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC.

(b) In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed seven (07) years reckoned from the original bid closing date. In this case, the value of work done during the period falling within the last seven years must be equal to or more than the minimum prescribed value under Clause No. 3.2.

(c) If the prospective bidder has executed a contract in which work (as mentioned under Clause No. 3.2) is a component of the contract.

- In case the document submitted as per **Para B** above are not sufficient to establish the value/period of the work experience against **Para E** above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of work (as mentioned under Clause No. 3.2) which should be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number).

F. Experience of executing work (as mentioned under Clause No. 3.2) through 'sub-contracting' shall not be considered for evaluation.

G. Work executed (as mentioned under Clause No. 3.2) by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC.

H. Bid will be rejected if not accompanied with adequate documentary proof in support of work experience as mentioned in Para 3.2.

I. Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/Parent/Subsidiary/Co subsidiary/Sister Subsidiary/ MOU with another party shall not be considered. Bids from Consortium, Joint Venture shall also not be considered.

J. As a part of the job execution, bidder shall deploy personnel as per the specifications mentioned in Clause No. 15.0 of SOW. Further, the **Curriculum Vitae (CV)** of the proposed personnel(s) shall be submitted during the **mobilization period**.

In line with the above, the bidder shall submit an **undertaking along with their bid** confirming the deployment of the specified personnel during the execution of the contract and the submission of their CVs during the mobilization period.

4.0 MOBILIZATION PERIOD:

The bidders must confirm their compliance in their "technical" bid to complete the mobilization within **30 (Thirty) days from the date of issuance of Mobilization Notice**. Offers without confirmation of stipulated mobilization time or with mobilization time more than **30 (Thirty) days** shall be summarily rejected. The bidder shall confirm compliance of this in their technical bid.

5.0 FINANCIAL CRITERIA:

5.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 10,13,000.00** only.

5.2 Net worth of the bidder must be Positive for the preceding financial/accounting year preceding the Original Bid Closing date.

Note:

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

ii. 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.

Notes to BEC Clause No. 5.0 above:

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

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

OR

(ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-IX**.

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.

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 document mentioned under para **a.** and **b.** above.

e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 5.1 & 5.2.

6.0 COMMERCIAL EVALUATION CRITERIA:

6.1 The bids are to be submitted in single stage under Two 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. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightaway.**

6.2 **Bidders must fill the 'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled 'PRICE BID/FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid shall be liable for rejection.] Bidder(s) should ensure that the Total Bid Price (including GST) in the GeM Portal is equal to the Total estimated contract cost (including GST) in PRICE BIDDING FORMAT.**

Note:

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

b) The total price entered in the GeM portal (inclusive GST) shall be used for ranking. In case of mismatch between the Total Price (inclusive GST) in the GeM Portal and the Total estimated contract cost (inclusive GST) in PRICE BIDDING FORMAT, then the Total Price (inclusive GST) in the GeM Portal shall prevail for award of contract.

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

6.4 **EMD/Bid Security:** Bid Security in original shall be furnished as a part of the Techno Commercial Un-priced Bid and shall reach the office of the CGM-Contracts, OIL, FHQ at Duliajan on or before **14:15 Hrs (IST)** on the bid closing/opening date. A scanned copy of the bid security shall however be uploaded along with the

Technical Bid. The amount of Bid Security shall be as per the EMD/Bid Security amount mentioned in **"FORWARDING LETTER"** of the tender. Bid without proper & valid bid security shall be rejected.
Note: For detailed procedure for submission of bid security and rejection criteria, please refer to **Clause No. 12.0 of ITB**.

Exemption from submission of bid security shall be governed by GeM GTC.

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

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

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

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

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

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

6.10 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

6.11 Bid received with validity of offer less than **120 (One Hundred Twenty) days** from bid opening date shall be rejected.

6.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Integrity Pact**" of the tender document. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial 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 with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid.

In the event of any dispute between the management and the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both parties are agreeable, they may try to settle dispute through mediation before the panel of 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. The fees/expenses on dispute resolution shall be equally shared by both parties.

6.13 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/partners or associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats **(Appendix-1 & Appendix-2)** along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection.

6.14 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.

6.15 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.

7.0 PRICE EVALUATION CRITERIA:

7.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below.

7.2 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. 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/parameter, as the case may be.

7.3 Bidders are required to quote for all the items as per Price Bid Format. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item.
If a bidder quotes total charges/consideration as NIL, the bid shall be treated as unresponsive and will not be considered.

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

7.5 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.

7.6 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 quoted GST.

7.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder.

7.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection shall be made in accordance with GeM GTC.

7.9 OIL shall 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.

7.10 Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 decimal places without rounding off for evaluation. In case the unit rate against a line item is found blank, the cost of that particular service shall be considered as inclusive in the total offered price.

7.11 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.

7.12 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.

7.13 Price Bid uploaded without giving any details of the taxes (Including rates and amounts) shall be considered as inclusive of all taxes including GST.

7.14 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.

8.0 GENERAL:

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

8.2 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 shall 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 during mobilization phase of the contract.

8.3 Bidder must have P.F. & ESIC Registration. Documentary evidence for the same should be submitted along with technical bid.

OR

In case bidder doesn't have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same during mobilization phase of the contract.

8.4 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must

be received on or before the deadline given by the company, failing which the offer shall be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

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

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

8.7 OIL shall 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.

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

9.0 **PURCHASE PREFERENCE CLAUSE:** Purchase Preference to Micro and Small Enterprises (MSE) falling within the price band of L1+15% and Purchase Preference Policy Linked with Local Content (PP-LC) falling within the price band of L1+20% shall be applicable to this tender.

9.1.1 **Documentation required to be submitted by MSEs:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. CG-**DL-E-16062021-227649 dated 16.06.2021** and **No. CG-DL-E-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof.

The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs.

However, in the GeM tenders, bidders to be necessarily guided by system requirements of GeM portal. Bidders to mandatorily get their MSE status verified through the GeM portal in order to avail the benefits applicable to MSEs. In cases where GeM portal does not distinctly display the bidder as MSE, the benefits applicable for purchase preference to MSEs shall not be extended to the bidder.

Note:

i) In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed.
ii) If L1 is non-MSE, the purchase preference for price matching shall be given to MSEs falling within the price band of L1+15% in the following order of preference:

1. SC/ST Women-owned MSEs
2. SC/ST owned MSEs
3. Women-owned MSEs
4. Other MSEs

All other guidelines issued in respect of benefits to MSEs shall prevail. Bidder claiming above relaxation/exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid closing date.

9.1.2 **PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for Purchase preference, accordingly. The margin of purchase preference shall be 20%.

9.1.3 Contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto.

Note: Services under this tender is not splitable.

10.0 DOCUMENT AUTHENTICITY UNDERTAKING:

Bidders should note that Company (OIL) may verify authenticity of all the documents/certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-VII**.

11.0 **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.

12.0 Bidders should submit an undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India.

In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I, Exhibit-II** and **Exhibit-III** along with the technical bid.

13.0 **CHECKLIST FOR BEC-BRC:** Enclosed as BEC/BRC CHECKLIST. To be submitted along with the technical bid.

Note: Bidder shall submit the prescribed checklists for BEC, Technical Criteria etc. If any bidder declines to submit the duly filled checklists, their bids shall not be considered for evaluation.

End of PQC/BEC/BRC

SPECIAL TERMS & CONDITIONS (STC)

SECTION-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 ofthe 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 orThird 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 <u>CONTRACT DOCUMENT</u>:

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 authorization from the CONTRACTOR.

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

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

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

9.0 Personnel to be deployed by contractor:

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

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

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

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

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

10.0 <u>PERFORMANCE SECURITY</u>:

10.1 On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within **Thirty (30)** 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 an Insurance Surety Bond/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 encased 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. CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

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

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

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

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

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

12.3.8 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).

12.3.9 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)

12.3.10 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.

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

12.3.12 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 and

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

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 Willful 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, trademark 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 demobilized 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 CONTRACTORs with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the

authorities/official website of EPF/ESI (i.e. http://www.epfindia.gov.in and http://www.esic.in). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

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

30.0 TIMELY MOBILIZATION AND LIQUIDATED DAMAGES:

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

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

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

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

31.0 FORCE MAJEURE:

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

acts and regulations of respective Govt. of the two parties, namely the COMPANY and the CONTRACTOR and civil commotions, lockout not attributable to the CONTRACTOR.

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

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

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

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

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

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

32.0 SET-OFF:

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

OIL (or such other person or persons contracting through OIL).

33.0 WITHHOLDING:

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

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

33.2 Defective work not remedied by CONTRACTOR.

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

33.4 Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.

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

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

33.7 Withholding will also be affected 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 unauthorized 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 dated 17th March, 2023 available in OIL's website: www.oil-india.com 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. 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.

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

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

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

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

Claim amount. {excluding claim for interest and counter claim, if any)	**Number of Arbitrator**	**Appointing Authority**
Up to Rs. 25.00 Lakh	Not applicable	Not applicable

Above Rs. 25.00 Lakh Up to Rs. 5 Crore	Sole Arbitrator from the panel of Arbitrators' List maintained by OIL	Mutually to be decided by the Parties.

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.

4. 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.

5. 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.

6. 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.

7. 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)

8. 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.

9. 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.

10. 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.

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

42.3 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.

42.4 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.

42.5 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 day's 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 <u>TO DETERMINE THE CONTRACT:</u>

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 <u>WITHOUT DETERMINING THE CONTRACT:</u> 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 existing Banning Policy dated 17th March, 2023 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.

End of GCC

SECTION-II

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (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.

Sl. No.	GCC Clause No. Ref (if any)		Clause Descriptions
1.	GCC clause no. 1.2.25	Mobilization	The mobilization should be completed by the Contractor within **30 (Thirty)** days from the date of issuance of Mobilization Notice by Electrical Dept. after issuance of Letter of Award (LOA). During mobilization, the Contractor shall carry out the following activities: i) The Contractor shall obtain OIL's approval for all personnel employed by the contractor under this contract. ii) The contractor shall submit complete bio-data of all engaged personnel to OIL, for scrutiny and approval. iii) The contractor shall ensure that IME/PME is completed for all approved manpower and submit documentary evidence for the same to OIL. iv) The Contractor shall obtain Labour Clearance from competent authority and submit a copy of the same. v) The Contractor shall ensure that office and godown have been established within 5km from OIL industry area, Duliajan. Accordingly, contactor shall ensure that OIL's engineer shall verify the location and found satisfactory.

			vi) The Contractor shall ensure that personnel protective equipment (PPE) for engaged manpower, tools & tackles and vehicles for jobs, have been made available at office and verified by OIL Engineer. vii) The Contractor shall ensure that kick-off meeting is done within mobilisation period. ix) The Contractor shall ensure that all statutory requirements are submitted viz: a) Submission of Electrical Contractors' License. b) Submission of Electrical Supervisor's License. c) Submission of Electrical Workman Permit. Mobilization shall be deemed to be completed upon completion of the above activities. The date on which the mobilization is completed in all respects is treated as the date of commencement of the contract. Mobilization completion shall be issued by OIL (by the User Department) via written intimation or e-mail upon successful completion of mobilization. If the Contractor fails to mobilize within the stipulated date, the Company reserves the right to cancel the Contract without any prior notice.
2.	GCC clause no. 4.3	Duration of contract	The duration of the contract shall be **04 (Four) years** and **30 (Thirty)** days from the date of issuance of Mobilization Notice by Electrical Dept. after issuance of Letter of Award (LOA). Accordingly, the scheduled contract end date shall remain firm even in case of delayed mobilization. In case mobilization is completed before the scheduled mobilization completion date, then the duration of the contract shall be considered for **04 (Four) years** from the date of completion of actual mobilization.

3.	GCC clause no. 10.0	Performance Security	Upon awarding of the contract, the Contractor shall furnish performance security for an amount of 3% of the Contract value excluding GST, within 30 (Thirty) days from the date of issuance of LOA with a validity of 03 (Three) months beyond the period of contract expiry.
4.	GCC clause no. 31.0	Force Majeure	In case of Force Majeure, no Force Majeure rates shall be paid.
5.	GCC clause no. 23.0	Warranty and remedy of defects	The installation of all new components and items used to carry out overhead line jobs should be under warranty for a period of 12 months from the date of commissioning by the contractor.
6.	GCC clause no. 24.0	Subcontracting: Allowed/ Not Allowed	Not Allowed
7.	GCC clause no. 35.0	Labour Clearance Advice/ Labour Clearance Certificate:	The Contractor shall obtain and submit the Labour Clearance Advice (LCA) and/or Labour Clearance Certificate (LCC) within the mobilization period (**if applicable**). Following are the three different categories of labour clearances: i. In case of engaging 50 or more contract labours per day, Labour License is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan. ii. In case of engaging maximum 49 or less contract labours per day, LCA is to be obtained from HR Relation Department of OIL, Duliajan. In case 10 or more Inter-state migrant contract labours are engaged per day, ISMW (Inter-state migrant workers) license is to be obtained from Regional Labour Commissioner (Central) and finally LCA from HR Relation Department of OIL, Duliajan. **Depending on total number of labourers engaged, the LCA (Labour Clearance Advice)/ License Decision Making 2 by 2 Matrix:**

<table>
<tr><td></td><td></td><td></td><td>
<table>
<tr><th>Total Number of Labourers engaged</th><th>04 or less Inter-state Migrant Work-persons</th><th>05 or more Inter-state Migrant Work-persons</th></tr>
<tr><td>49 or less Contract Labours</td><td>-Only LCA (Labour Clearance Advice) required from HR Relations</td><td>-Inter-state migrant Work persons license required from labour authority
-LCA (Labour Clearance Advice) Required from HR Relations</td></tr>
<tr><td>50 or more Contract Labours</td><td>-Labour license under the Contract Labour (R&A) Act is required from labour authority
-LCA (Labour Clearance Advice) Required from HR Relations</td><td>-Inter-state migrant Work-persons license required from labour authority
-Labour license under the Contract Labour (R&A) Act is required from labour authority
-LCA (Labour Clearance Advice) Required from HR Relations</td></tr>
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</td></tr>
<tr><td>8.</td><td>GCC clause no. 30.0</td><td>Liquidated Damages for Delay in Mobilization/ Completion of Works & Services</td><td><u>LIQUIDATED DAMAGES:</u>

In the event of the Contractor's default in timely mobilization of the job within the stipulated period [30 (Thirty) days from the date of issuance of Mobilization Notice by Electrical Dept.], the Contractor shall be liable to pay liquidated damages @0.5% of contract value, per week or part thereof of delay subject to maximum ceiling of 7.5% of total contract cost. Liquidated Damages shall be reckoned from the expiry date of the scheduled mobilization completion as defined in Sl. No. 1 above.</td></tr>
<tr><td>9.</td><td></td><td>Penalty</td><td>During the execution of the contract, OIL shall assign jobs to the Contractor through issuance of Job Advice by the Rig Electricals Section, Electrical Engineering Department. The time frame for completion of each assigned job shall be determined by OIL considering factors such as job volume, site conditions and other operational requirements. The same shall be communicated to the Contractor at the time of issuance of the Job Advice.</td></tr>
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			i) The Contractor shall commence the assigned job within **03 (three) days** from the date of issuance of the Job Advice. In the event of failure to commence the job within the stipulated period, without any valid reason acceptable to the Sectional Head, Rig Electricals Section, Electrical Engineering Department, a penalty at the rate of **0.1% per day** of the total contract value of the respective job/line item shall be imposed beyond the initial 03 (three) days, subject to a maximum delay period of **30 (thirty) days**. ii) The Contractor shall complete the assigned job within the time frame specified in the Job Advice, reckoned from the date of actual commencement of the job. In case of failure to complete the job within the stipulated timeline, a penalty at the rate of **0.1% per day** of the total contract value of the respective job/line item shall be levied for the period of delay, subject to a maximum delay period of **30 (thirty) days**. **Note:** Any delay beyond the maximum limit (as mentioned in Point 1 & 2 above) shall be considered as non-performance of the Contractor. In such cases, OIL reserves the right to take the necessary action as per Clause No. 44.5 of GCC of the tender.
10.	GCC clause no. 37.0	General Health, Safety & Environment (HSE) Points	The Contractor shall abide by all the HSE points as mentioned in the "Safety Measures" of the tender document.
11.	GCC clause no. 27.0	Terms of Payment	i) Payment shall be made on actuals and only upon satisfactory completion of the job, as certified by OIL's Engineer, against each job executed. ii) Payment will be made up to 100% of the value of work done. Such payment shall be based on the actual work done allowing for any deviations and deductions. The measurement

			shall be checked and certified by the Company's authorised representative before any such payment is made. iii) Running Accounts bills based on Bill of Quantity shall be prepared and submitted based on joint measurements (OIL and contractor). Periodicity of the RA bill will be 03 (three) months. Contractor shall ensure that bills are submitted promptly and timely.
12.	GCC clause no. 14.0	Insurance	i) The Contractor shall extend all the benefits as applicable, under the Employees' State Insurance Act, 1948 and its Rules, to all personnel engaged by him under the Contract. ii) The Contractor shall take suitable group personal accident insurance (under Employees' Compensation Act, 1923) cover for taking care of injury, damage or any other risks in respect of his personnel before start of this contract and shall be in effect for all the contractor's personnel engaged in the performance of this contract. iii) Accident or Injury to workmen: The Company shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor. iv) A policy to cover third party liability for the loss/disablement of human life (person not belonging to the contractor) and also to cover the risk of damage to other materials/equipment/properties during execution of work shall be obtained by the contractor. The value of third-party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs.1.5 lakhs per full disablement and Rs.1 lakh per partial disablement and shall nevertheless cover such compensation

			as may be awarded by court of law in India and cover for damage to other's equipment/property as approved by the purchaser. However, third party risk shall be maximum of Rs.10 (ten) lakhs per death. v) The contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work- if he feels to have the insurance. vi) Contractor shall at all times be free to obtain additional or increased coverages at Contractor's sole expenses if the Contractor feels so. Any other insurance required under law or regulations: Contractor shall also carry and maintain any and all other insurance(s) which he/she may be required under any law or regulation from time to time without any extra cost to the Company. He shall also carry and maintain any other insurance which may be required by the Company.
13.	GCC clause no. 39.0	Statutory variation/Newly enacted Law Minimum Wages increment in SCC as the case may be	i) The Bidder/Contractor must abide by the following new Labour Codes/notified by Govt. of India on 21.11.2025 and their Rules to be notified: 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. ii) The Bidder/Contractor shall comply with all provisions stipulated by the Ministry of Labour and Employment vide **D.O. No. Z-20025/13/2019-LRC(E)/e-119357** dated **24.04.2026**.

			The Bidder/Contractor shall also abide by any other laws/acts as framed by the Govt. of India from time to time pertaining to the above.
14.	GCC clause no. 44.8	Termination for delay in mobilization	Notwithstanding anything in the Banning Policy of OIL, in the event of such termination due to the CONTRACTOR's failure to mobilize within the stipulated period, the CONTRACTOR shall, in addition to termination of the Contract, be liable to immediate suspension from participating in any tendering process or entering into any contractual engagement with OIL for a period of three (3) months from the effective date of termination, without prejudice to any other rights or remedies available to OIL under the Contract or applicable law.
15.		Address details for submission of invoice	All Invoices shall be addressed as below and uploaded through Vendor Invoice Management portal only via https://vim.oilindia.in/velocious-portal-app/. *CGM-Electrical (HoD)* *Electrical Department* *Oil India Limited,* *P.O. Duliajan-786602* *Dist. Dibrugarh, Assam*

16.0 GOODS AND SERVICES TAX:

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

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

2. "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.

3. Quoted price/rate(s) should be inclusive of all taxes and duties, except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service. However, GST rate (including cess) to be provided in the respective places in the Price Bid .Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods/Services (Service Provider) only .Supplier of Goods/Services (Service Provider) providing taxable service shall issue an Invoice/Bill, as the case may be as per rules/regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods/Services (Service Provider) with requisite details.

4. Bidder should also mention the Harmonized System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.

5. **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.

6. **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**.

7. Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from OIL.

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

9. GST shall be paid against receipt of tax invoice and proof of payment of GST to

government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/Contractor, OIL shall withhold the payment of GST.

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

11. Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/ recover such amounts against any amounts paid or payable by OIL to Contractor/ Supplier.

12. Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Contractor is denied by the tax authorities to OIL for reasons attributable to Contractor/Contractor, OIL shall be entitled to recover such amount from the Contractor/Contractor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.

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

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

15. 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.

16. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/taxes finally assessed is on the lower side.

17. Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate

liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. 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.

26. 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.

27. OIL will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid.

28. 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.

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

Any invoice issued shall contain the following particulars:

a) Name, address and GSTIN of the supplier;
b) Serial number of the invoice;
c) Date of issue;
d) Name, address and GSTIN or UIN, if registered of the recipient;
Note: OIL GSTIN numbers are as follows:
Assam:18AAACO2352C1ZW
Arunachal Pradesh:12AAACO2352C1Z8
e) Name and address of the recipient and the address of the delivery, along with the State and its code,
f) HSN code of goods or Accounting Code of services [SAC];
g) Description of goods or services;
h) Quantity in case of goods and unit or Unique Quantity Code thereof;
i) Total value of supply of goods or services or both;
j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
k) Rate of tax (IGST, CGST, SGST/ UTGST, cess);
l) Amount of tax charged in respect of taxable goods or services (IGST, CGST, SGST/UTGST, cess);
m) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
n) Address of the delivery where the same is different from the place of supply and
o) Signature or digital signature of the supplier or his authorised representative.
p) GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:

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

In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details of details of advance taken along with particulars as mentioned in clause no. (a), (b), (c), (d), (g), (k), (l), (m) & (o) above.

30. **Anti-profiteering clause:**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods/Services may note the above and quote their prices accordingly.

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

17.0 FINANCING OF TRADE RECEIVABLES OF MICRO AND SMALL ENTERPRISES (MSES) THROUGH TRADE RECEIVABLES DISCOUNTING SYSTEM (TReDS) PLATFORM:

Based on the initiatives of Government of India to help MSE vendors get immediate access to liquid fund based on Buyers credit rating by discounting, OIL has registered itself on TREDS platform through the following entities:

Sl. No.	Name of the Approved/Authorised Entity	TReDS Payment System Approved/Authorised
1.	A. TREDS Limited	INVOICEMART
2.	Receivables Exchange of India Limited (RXIL)	RXIL
3.	Mynd Solutions Private Limited	M1xchange
4.	C2FO Factoring Solutions Private Limited	C2treds
5.	KredX Platform Private Limited	DTX

MSE vendors can avail this benefit by registering themselves with any of the exchanges providing e-discounting/electronic factoring services on TReDS platform and following

the procedures defined therein, provided OIL is also participating in such TReDS Platform as a Buyer.

1. MSE Vendor should be aware that all costs relating to availing the facility of discounting on TReDS platform including but not limited to Registration charges, Transaction charges for financing, Discounting Charges, Interest on financing, or any other charges known by any name shall be borne by MSE Vendor.

2. MSE Vendor hereby agrees to indemnify, hold harmless and keep OIL and its affiliates, Directors, officers, representatives, agents and employees indemnified, from any and all damages, losses, claims and liabilities (including legal costs) which may arise from Sellers submission, posting or display, participation, in any manner, on the TREDS Platform or from the use of Services or from the Buyer's breach of any of the terms and conditions of the Usage Terms or of this Agreement and any Applicable Law on a full indemnity basis.

3. OIL shall not be liable for any special, indirect, punitive, incidental, or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, tort, equity or otherwise or any other damages resulting from using TReDS platform for discounting their (MSE Vendor's) invoices.

Note:

i) Buyer means OIL, who has placed Purchase Order/Contract on a MSE Vendor (Seller).

ii) Seller means a MSE vendor, who has been awarded Purchase Order/Contract by OIL (Buyer).

Notes:

- **HEADINGS:** The headings of the clauses of the contract are for convenience only and shall not be used to interpret the provisions thereof.

- Company hereby acknowledges that the equipment and tools ("Equipment") that are owned and utilized by Contractor to perform its service obligations under the Contract shall be at all times be, handled and manned by the Contractor. Company shall not be entitled to use/operate/possess any of the Contractor's Equipment for providing Services under the Contract. To clarify that control, custody and possession of Contractor's equipment shall always be with the Contractor.

- All the clauses in this tender are limited to execution of this tender only and do not carry any precedence whatsoever for any OIL's such or similar tenders in future.

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 (HoD) Oil India Limited P.O. Duliajan - 786602 Assam, India Phone No. 91-374-280 8650 Email: contracts@oilindia.in b) **For Technical Matters** CGM- Electrical (HoD) Oil India Limited, P.O. Duliajan-786602 Dist. Dibrugarh, Assam. Phone No. 91-374- 280 6540 Email: pranati@oilindia.in c) **Contractor** _____ _____ A notice shall be effective when delivered or on the notice's effective date, whichever is later.

End of Section-II (SCC)

ANNEXURE-IA

(For 4 or less interstate migrant work persons and or 19 or less local contract labours)

Resident Chief Executive
Oil India Limited
Duliajan

Date: _____

For: GM - HRR

Through: _____
(Head of the Department)

SUBJECT: CLEARANCE ADVICE LEGAL FORMALITIES

Sir,

I/We have been awarded a Contract Work under Tender/Contract No. _____ vide OIL's letter no. _____ dated _____.

In this connection I/We furnish below the necessary information in regard to the above contract work:

1. Nature of the Contract Work : _____
2. CCO No. : _____
3. In which state the contract will be executed : a. Assam ☐ b. Other state(s) ☐ _____
   c. Both a & b ☐
4. Location : _____
   _____
5. Department of the Principal Employer : _____
6. Period of Contract : _____
7. Proposed date of commencement of the Contract Work: _____
8. Maximum number of labour proposed to be deployed in the said Contract Work (per day):

Category	Unskilled	Semi-Skilled	Skilled	Highly skilled	Total
Inter-State Migrant Workman					
Local Contract Labour					

9. a) Whether Licence is obtained or not(give relevant particulars) under
   i. Inter-State Migrant Workmen (R.E. and C.S.) Act, 1979 : _____
   ii. Contract Labour (R & A) Act, 1970 : _____

   b) If the application for Licence is being made, please enclose a copy of Form II duly signed by the contractor and a copy of such application for record of the Principal Employer.

I/We would request you to please arrange to issue Clearance Advice in respect of the said Contract Work to the concerned department of your Organisation so as to enable me/us to receive the necessary work order. The relevant information of the firm is enclosed.

I/We hereby assure you to provide a copy of the labour license immediately (in case it is acquired by the firm) and submit you the Notice of Commencement/Completion of the contract work within 03 (three) days of commencement/completion of such work.

Yours faithfully,

ANNEXURE-IA

Signature of the Contractor
Name & Address of the Contractor/Firm

Copy: CGM-Contracts

PARTICULARS OF CONTRACTOR UNDERTAKING WORKS CONTRACT WITH THE COMPANY

1. Nature of Work : _____
2. CCO Number : _____
3. Name of Contractor / Firm : _____
4. LIN / PAN of the Contractor / firm : _____
5. P.F. Code No. of the firm : _____
6. E.S.I Code No. of the firm : _____
7. Name of the Proprietor in case of Proprietorship firm: _____
8. Name of the Active Partner in case of Partnership firm: _____
9. Name of the Managing Director / Manager in case of: _____ incorporated firm
10. Name of the person having Power of Attorney who signed the works contract Agreement with the company : _____
11. Full Postal address of the Head Office : _____
12. Telephone / Mobile Number : _____
13. Email I.D. : _____
14. Full Postal address of the nearest Branch Office / Local Office at Duliajan: _____
15. Telephone / Mobile Number : _____
16. Email I.D. : _____
17. No. and date of Certificate of Registration/Licence : _____
18. Name of the person in-charge of work : _____
19. LIN / PAN of the person in-charge : _____
20. Telephone / Mobile Number of the person in-charge: _____
21. Email I.D. of the person in-charge : _____

Seal of the Contractor

.....
Signature of the person

ANNEXURE-IA

Furnishing the above details

Name in full: _____

Date: _____

FORM VII

[Under rule 25(2)(viii) and rule 81 (3) of the Contract Labour (regulation and Abolition) Central Rules, 1971: and rule 26 (3) and 239 (1) of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Central Rules, 1988]

Notice of Commencement/completion of work

(1) Name of the principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970)/Employer under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996 (27 of 1996)* : **OIL INDIA LIMITED**

(2) LIN / PAN : AAACO2352C

(3) Email Id : hrr@oilindia.in

Mobile Number : 0374-2808560

(4) Name of the Contractor under the Contract Labour (Regulation And, Abolition) Act of 1970 (37 of 1970) (if applicable) :

(6) LIN / PAN :

(7) Email Id :

(8) Mobile Number :

(9) No. and date of Certificate of Registration/ License* :

(10) Name of the person in-charge of work :

(11) LIN/PAN of the person in-charge of work :

(12) Email Id of the person in-charge of work :

(13) Mobile No. of the person in-charge of work :

(14) The nature of work involved and the facilities, including any plant and machinery provided in the case of a building or other construction work :

(15) The arrangements for the storage of explosives, if any to be used in the building or other construction work:

I/We hereby intimate that the work (Name of work) given to (name of the contractor) having [Licence/Registration Certificate No ..... dated .....]*has been/is likely to be commenced/completed with effect from (date)/ on (date)

Signature of the Principal Employer/Contractor/Employer*

To

The Inspector

.....

ANNEXURE-IA

.....

*Please strike off whichever is not applicable

Resident Chief Executive
Oil India Limited
Duliajan

Date: _____

For: GM - HRR

Through: _____
(Head of the Department)

SUBJECT: CLEARANCE ADVICE LEGAL FORMALITIES (EXTENSION)

Sir,

I/We have been awarded a Contract Work under Tender/ Contract No. _____ vide OIL's letter no. _____ dated _____ which has been extended vide OIL's letter ref. no._____ dated _____.

In this connection I/We furnish below the necessary information in regard to the above contract work:

1. Nature of the Contract Work : _____
2. CCO No. : _____
3. Location : _____
4. Department of the Principal Employer : _____
5. Previous Period of Contract : _____
6. Current Period of Contract (i.e. the extended period):_____
7. Proposed date of commencement of the extended Contract Work:_____
8 Maximum number of labour proposed to be deployed in the said Contract Work (per day):

Category	Unskilled	Semi-Skilled	Skilled	Highly skilled	Total
Inter-State Migrant Workman					
Local Contract Labour					

9. a) Whether Licence is obtained or not(give relevant particulars) under
   (i) Inter-State Migrant Workmen (R.E. and C.S.) Act, 1979 : _____
   (ii) Contract Labour (R & A) Act, 1970 : _____
   b) If the application for Licence is being made, please enclose a copy of Form II duly signed by the contractor and a copy of such application for record of the Principal Employer.

I/We would request you to please arrange to issue Clearance Advice in respect of the said Contract Work to the concerned department of your Organisation so as to enable me/us to receive the necessary work order. The relevant information of the firm is enclosed.

ANNEXURE-IA

I/We hereby assure you to provide a copy of the labour license immediately (in case it is acquired by the firm) and submit you the Notice of Commencement/Completion of the contract work in Form VII within **07 (seven)** days of commencement/completion of such work.

Yours faithfully,

Signature of the Contractor
Name & Address of the Contractor/Firm

Copy: CGM-Contracts

ANNEXURE-IIA

(For 5 or more interstate migrant work persons and or 20 or more local contract labours)

Resident Chief Executive
Oil India Limited
Duliajan

Date: _____

For: GM-HRR

Through: _____
(Head of the Department)

SUBJECT: Application for obtaining Form III (Form Of Certificate By Principal Employer)

Sir,

I/We have been awarded a Contract Work under Tender/Contract No. _____ vide OIL's letter no. _____ dated_____.

In this connection I/We furnish below the necessary information in regard to the above contract work to obtain Form III under rule 21(2) of the Contract Labour (Regulation and Abolition) Central Rules, 1971; and rule 7(3) of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Central Rules, 1980:

Nature of the Contract Work	
CCO No	
In which state the contract will be executed	a. Assam ☐ b. Other ☐ state(s) _____ c. Both a & b ☐
Location	
Department of the Principal Employer	
Period of Contract	
Proposed date of commencement of the Contract	

Maximum number of labour proposed to be deployed in the said Contract Work (per day)	Unskilled	Semi-Skilled	Skilled	Highly skilled	Total
Inter-State Migrant Workman					
Local Contract Labour					

Whether Licence is obtained or not(give relevant particulars) under	
Inter-State Migrant Workmen (R.E. and C.S.) Act, 1979:	
Contract Labour (R & A) Act, 1970:	

If the application for Licence is being made, please enclose a copy of Form II duly signed by the contractor and a copy of such application for record of the Principal Employer.

I/We would request you to please arrange to issue Form III in respect of the said Contract Work to the concerned department of your Organisation so that the same can be forwarded to us

by the user department for obtaining Labour License from the concerned Labour Authority. The relevant information of the firm is enclosed.

I/We hereby assure you to provide a copy of the labour license immediately for obtaining Labour Clearance Advice before execution of the said contract. I/We hereby assure you to provide a copy of the Notice of Commencement / Completion of the contract work (in Form VII) within 07 (seven) days of commencement / completion of such work.

Yours faithfully,

Signature of the Contractor
Name & Address of the Contractor/Firm

Copy: CGM-Contracts

PARTICULARS OF CONTRACTOR UNDERTAKING WORKS CONTRACT WITH THE COMPANY

1. Nature of Work : _____
2. CCO Number : _____
3. Name of Contractor/Firm : _____
4. LIN / PAN of the Contractor firm : _____
5. P.F. Code No. of the firm : _____
6. E.S.I Code No. of the firm : _____
7. Name of the Proprietor in case of Proprietorship firm: _____
8. Name of the Active Partner in case of Partnership firm: _____
9. Name of the Managing Director / Manager in case of incorporated firm : _____
10. Name of the person having Power of Attorney who signed the works contract Agreement with the company : _____
11. Full Postal address of the Head Office : _____
12. Telephone/Mobile Number : _____
13. Email I.D. : _____
14. Full Postal address of the nearest Branch Office / Local Office at Duliajan : _____
15. Telephone/Mobile Number : _____
16. Email I.D. : _____
17. No. and date of Certificate of Registration/Licence : _____
18. Name of the person in-charge of work : _____

ANNEXURE-IIA

19. LIN/PAN of the person in-charge : _____

20. Telephone/Mobile Number of the person in-charge : _____

21. Email Id of the person in-charge : _____

Seal of the Contractor

.....

Signature of the person

Furnishing the above details

Name in full: _____

Date: _____

FORM II

[Under rule 21(1) and rule 29(2) of the Contract Labour (Regulation and Abolition) Central Rules, 1971; and rule 7(1), rule 7(2) and Rule 14(2) of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Central Rules, 1980]

Application for Licence/Renewal of Licence under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970)/ the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 (30 of 1979)*:

A. Details of the contractor

1. Name of the contractor: _____
2. LIN/PAN No. of the contractor: _____
3. Email Id of the contractor: _____
4. Mobile No. of the contractor: _____

B. Details to be filled only in case of application for licence*

Particulars of Establishment where workman is to be employed-

(a) Name of the Principal Employer: _____

(b) Name and date of Certificate of Registration of the Establishment under the Act: _____

_____

Particulars of Contract Labour-

(a) Nature of work in which workman is employed or is to be employed in the Establishment:

(b) Duration of the proposed contract work (please give particulars of proposed date of commencement and completion): _____

(c) Name and address of the Agent or Manager of Contractor at the work-site: _____

_____

(d) Maximum number of workmen proposed to be employed on the Establishment on any date: _____

(e) Whether a certificate by the Principal Employer, in Form III is enclosed: _____

C. Details to be filled only in case of application for renewal of licence*

(a) Number and date of the licence: _____

(b) Date of expiry of the licence: _____

D. Details of licence fee and security deposit

ANNEXURE-IIA

(a) Amount of licence fee, name of the Bank, demand draft No. and date/transaction no. and date in case the amount has been deposited in the notified bank account
(b) Amount of security deposit, name of the Bank, demand draft No. and date/transaction no. and date in case the amount has been deposited in the notified bank account

Signature of the Applicant
(Contractor)

Place .....
Date.....
* Please strike off whichever is not applicable.

(To be filled in the office of the Licensing Officer)
Date of receipt of the application with DD for fees/Security Deposit
Signature of the Licensing Officer

Resident Chief Executive
Date: _____
Oil India Limited,
Duliajan.

Attn.: GM-HRR

Through: _____

(Head of Department)

Sub: Application for issuing Labour Clearance Advice

Sir,

I/We have been awarded a Contract Work under Tender/ Contract No. _____ vide Head-Contracts' letter no. _____ dated _____ against which Form III has been issued from your end on _____.

I/We hereby submit a copy of Labour Licence no. _____ dated _____ issued by the_____ for engaging _____ no. of contract labours/migrant workers by me.

Therefore, I/We request you to issue necessary labour clearance advice w.e.f._____ to enable me/us to get Work order for commencement of the contract jobs accordingly.

I/We shall submit to you renewed/re-validated labour licence as per provisions of Contract Labour (R&A) Act & Rules, in case the contract job has to be executed beyond validity of period of licence.

Yours faithfully,

ANNEXURE-IIA

Signature of Contractor: _____

Name of Contractor / Firm: _____

(Seal)

FORM VII

[Under rule 25(2)(viii) and rule 81 (3) of the Contract Labour (regulation and Abolition) Central Rules, 1971: and rule 26 (3) and 239 (1) of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Central Rules, 1988]

Notice of Commencement/completion of work

(1) Name of the principal employer under the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970)/Employer under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996 (27 of 1996)* : **OIL INDIA LIMITED**

(2) LIN / PAN : AAACO2352C

(3) Email Id : hrr@oilindia.in

(4) Mobile Number : 0374-2808560

(5) Name of the Contractor under the Contract Labour (Regulation And, Abolition) Act of 1970 (37 of 1970) (if applicable) : _____

(6) LIN / PAN : _____

(7) Email Id : _____

(8) Mobile Number : _____

(9) No. and date of Certificate of Registration/ License* : _____

(10) Name of the person in-charge of work : _____

(11) LIN/PAN of the person in-charge of work : _____

(12) Email Id of the person in-charge of work : _____

(13) Mobile No. of the person in-charge of work : _____

(14) The nature of work involved and the facilities, including any plant and machinery provided in the case of a building or other construction work: _____

(15) The arrangements for the storage of explosives, if any to be used in the building or other construction work : _____

ANNEXURE-IIA

I/We hereby intimate that the work (Name of work) given to (name of the contractor) having [Licence/Registration Certificate No ..... dated .....]*has been/is likely to be commenced/completed with effect from (date)/ on (date)

Signature of the Principal Employer/Contractor/Employer*

To

The Inspector
.....
.....

*Please strike off whichever is not applicable

Resident Chief Executive
Date: _____

Oil India Limited,

Duliajan.

Attn.: GM-HRR

Through: _____

(Head of Department)

Sub: **Application for issuing Labour Clearance Advice (Extension)**

Sir,

I / We have been awarded a Contract Work No. _____ vide Head-Contracts' letter no. _____ dated _____ which has been extended vide letter ref. no._____ dated _____.

Therefore, I/We submit herewith a copy of Labour Licence no. _____ dated _____ issued by the_____ for engaging _____ no. of contract labours/migrant workers by me. Details of the same are as follows:

Nature of the Contract Work		
Location		
Department of the Principal Employer		
Maximum number of labour proposed to be deployed in the said Contract Work (per day)	Inter-State Migrant Workman	
	Local Contract Labour	
Extension period		

View above, I/We request you to issue necessary labour clearance w.e.f._____ to enable me / us to get Work order for commencement of the contract jobs accordingly.

I/We shall submit to you renewed/re-validated labour licence as per provisions of Contract Labour (R&A) Act & Rules, in case the contract job has to be executed beyond validity of period of licence.

ANNEXURE-IIA

Yours faithfully,

Signature of Contractor: _____
Name of Contractor/Firm: _____
(Seal)

ANNEXURE-IIIA

LCA PROCESS

Contract has been awarded

Engaging 10 or more inter-state migrant work persons ?

Yes

Submit **Form II** and all the relevant documents including the LOA copy to HR Relations Department to obtain **Form III**

Submit Form III issued by the RCE to RLC (Central) and obtain **ISMW License**

Yes/No

Engaging 50 or more local contract labors?

Yes

Submit **Form II** and all the relevant documents including the LOA copy to HR Relations Department to obtain **Form III**

Submit Form III issued by the RCE to RLC (Central) and obtain **Labour License**

No

Apply to the **HR Relations Department** for **Labour Clearance Advice** (LCA) in the LCA Application format along with all the necessary documents

Issue **work order** to the contractor on submission of Labour Clearance Advice (LCA) obtained from the HR Relations Department and allow the contractorto start the work

Ensure that the contractor sends **Notice of Commencement** in **Form VII**to the RLC (Central**) within 15 days of commencement** of the job with a copy to the HR Relations Department

Ensure that the contractor sends **Notice of Completion** in **Form VII** to the RLC (Central) **within 15 days of completion** of the job with a copy to the HR Relations Department

SECTION-III

SCOPE OF WORK (SOW)

1.0 INTRODUCTION

Job Description: Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations.

2.0 SCOPE OF WORK:

2.1 LT/HT overhead line jobs up to 11KV including supply, erection/installation and transportation of new materials, consumables and newly fabricated structures/ fixtures (wherever required).

2.2 Raising of pole height, shifting of pole, erection of pole, dismantling of pole, shifting of LT/HT overhead lines up to 11KV of State Electricity Boards/Govt. Departments/ Tea gardens within the states of Assam and Arunachal Pradesh.

2.3 Fixing of additional fixtures (e.g. cross arm, pin insulators, shackle insulators, stay rod assembly etc.) including fabrication, supply of materials and consumables for the above jobs.

2.4 Services of escort line-man for transferring of OIL's equipment.

2.5 Arranging for obtaining permission from concerned authorities for electrical shutdown & clearance, to carry out the job effectively and smoothly.

2.6 Liaising with the State Electricity Board authorities/Govt. Departments/Tea Garden Management to carry out the job effectively and smoothly.

3.0 RESPONSIBILITIES OF CONTRACTOR:

3.1 Personnel engaged by the contractor shall have sufficient working knowledge of various types of electrical overhead lines.

3.2 Contractor shall provide manpower as per job requirement.

3.3 Personnel deployed by the contractor must be changed/replaced by the contractor if OIL asks to do so. OIL shall not be required to give any reasons for such request/instruction.

3.4 Boarding and lodging, transportation (to and from contractor's site office to installations), Insurance and medical facilities etc. of the contractor personnel shall

be the responsibility of the contractor. OIL shall not be responsible for these and shall not bear any cost on these accounts.

3.5 The Contractor shall maintain attendance of his personnel and the same shall be made available to the Company's Engineer (OIL) as and when asked for.

3.6 The Contractor must ensure that payments have been made to his personnel in time for smooth functioning of the Contract.

4.0 TRANSPORTATION:

4.1 Transportation of all contractor personnel and material required to carry out jobs at various sites within the states of Assam and Arunachal Pradesh shall be in the scope of the contractor.

4.2 Loading and unloading of materials for transportation and execution of jobs shall be in the scope of the contractor.

4.3 Transportation of contractor personnel for all administrative requirements such as liaising with various authorities (such as Electricity Boards, Govt. departments, Tea Garden Authority, OIL etc.), recce, inspection, shut down clearance, execution, measurement, certification etc. shall be in the scope of the contractor.

5.0 TOOLS AND TACKLES:

5.1 All tools and tackles shall be of standard make and must conform to BIS or relevant standard.

5.2 Whenever OIL inspector/Engineer wishes to inspect, contractor shall produce the tools and tackles for inspection. Items must be replaced suitably whenever found defective.

5.3 Any additional tools/instruments required for working shall have to be arranged by the contractor.

5.4 Contractor should keep the following minimum tools and instruments in good working condition during the contract period:

a. Two-legged aluminium ladder - double ladder length (Max. 32ft. - Min. 18ft.)
b. Single aluminium ladder: 20ft.
c. Pulley.
d. Pulling and lifting machine (Maxpull) - minimum two nos. (1 No. of capacity 3ton and 1 No. of capacity 5ton)
e. Standard lineman tools kit.
f. Spade.

g. Crowbar.
h. Fung.
i. Ropes.
j. Conductor jointing tool.
k. Insulation tester: 5KV.
l. Discharge stick for working up to 11KV.
m. Rubber Hand gloves for working up to 11KV.

6.0 PERSONAL PROTECTIVE EQUIPMENT (PPE):

6.1 Contractor shall provide all safety gadgets to his work-persons. The conditions of all PPE and other safety gadgets provided by the contractor to his work persons shall be in proper/good condition.

6.2 The contractor's personnel while on duty/work must use the following personal protective equipment:
a. Safety Shoes
b. Safety belt
c. Safety Helmet
d. Rubber Hand gloves for working up to 11KV

6.3 If any violation of above is observed, the contractor will not be allowed to execute the job and for any resulting delay, contractor will be charged penalty as per SCC Clause No. 9.0 accordingly.

7.0 SAFETY MEASURES TO BE TAKEN BY THE CONTRACTOR:

7.1 The contractor shall at all times exercise all precautions for the safety of employees, man and material in the execution/performance of his contract and shall comply with all applicable provisions of safety laws/regulations of State or Central Government or Municipalities and other authorities in India. The contractor shall comply with the provisions of the safety acts/regulations as promulgated and amended from time to time by the Government of India (e.g. Electricity act, CEA Regulations etc.).

7.2 The contractor shall observe the safety guidelines required or recommended by all applicable laws codes, statutes, and regulations.

7.3 The contractor shall familiarize himself with and be governed by all laws and rules of Indian and Local Statutes and orders and regulations applicable to his work.

7.4 To carry out any job on overhead line, live or dead, the contractor shall:

a. Inform and take shutdown permission from the concerned authority such as APDCL, OIL, Govt. departments, tea garden as the case may be.
b. Arrange for proper shutdown comprising of:

-Contacting the accountable & responsible persons of the owner of the line.
-Physical isolation of the line from all incoming supply and/or possible incoming supply by authorized & competent person of the owner of the line."
-Display of all cautionary sign boards such as "do not close man working on line" etc.
-Ensuring that the shutdown is logged/recorded in the log sheet of the concerned owner/authority.
-Obtaining clearance sheet from the accountable, responsible & authorized person of the owner of the line.
-Locking of safety devices etc.
-Discharge of the line to earth with proper discharge device/stick in safe/ prescribed manner.
-Three phase shorting and effective earthing on one pole ahead at both ends of the working pole.

c. Use all safety gadgets such as safety belts, helmets, boots, hand gloves etc.
d. Use proper tools & ladder.
e. Conduct tool box meeting on the job, identification of hazard and precaution thereof.
f. Head count the people working on a particular job.
g. Have at least one vehicle at site (i.e. location of work) all the time.

7.5 After completion of the job to ensure:

a. Removal of shorting wire.
b. Head count of the working person so that no person is working on the line.
c. Removal of danger boards and locks from safety devices.
d. Return of clearance sheet to the accountable & authorized person of the owner of the line.

7.6 Any job if not completed in one shutdown & if remaining part of the job has to be taken up on any subsequent day the contractor shall follow the complete shutdown procedure as mentioned in step (7.4) above.

7.7 When a ladder is used at the time of working on a pole, extra labourer shall have to be engaged for holding the ladder and if materials are being carried while the ladder is in inclined position, suitable footholds and handholds shall be provided on the ladder. The ladder shall be given an inclination not steeper than 45° from horizontal.

7.7 In case of any accident, the contractor shall be responsible for compliance with all the requirements imposed by the Workmen's Compensation Act or any other similar laws in force for medical treatment etc.

7.8 Before taking up any job, contractor must submit to OIL an overhead line diagram, showing details of all feeders that are connected to and/or from the overhead line where job has to be executed.

7.9 If isolating devices, located in an open area are used for shutdown of any feeder, contractor shall lock and engage his personnel to guard it, till the job is over.

7.10 Switching-on and switching-off of any feeder is not allowed/permitted over telephonic or verbal communication.

7.11 All jobs shall be carried out under supervision of responsible/accountable person of the concerned authority/owner/agency such as APDCL, OIL, Govt. department, Tea Gardens etc.

8.0 GENERAL TERMS & CONDITIONS:

8.1 The work shall not be sublet/sub contracted to any other party.

8.2 No fruit tree or valuable plant or trunk shall be pulled/destroyed/damaged by the contractor, failing which the cost of such trees or plant shall have to be borne by the contractor.

8.3 The execution of work is to be carried out in such a manner that it does not interfere with the public convenience. Any claim arising out of any such dispute shall be the responsibility of the contractor.

8.4 Supervision charges payable to the concerned owner/agency shall be borne by the contractor.

8.5 The contractor shall submit one undertaking on safety measures to be adopted at site clearly stating that he/she is aware of all electrical and other hazards associated with the execution of the contract and has understood the necessary safety requirements to be adopted and taken and that he/she shall not violate:

a. Stated safety procedures
b. Statutory rules and regulations
c. Shutdown procedure
d. Departmental procedure while execution of the contract and carry out any job that he/she shall be responsible and accountable for violation.

8.6 The contractor's personnel shall submit one undertaking as per standard format before execution of the contract.

9.0 MATERIALS AND CONSUMABLES:

9.1 The contractor shall supply/provide all overhead line materials and consumables required against item of schedule of works during the execution of contract.

9.2 No extra payment will be borne by OIL for any material(s)/consumables and services. Item rate shall include all cost including material cost.

9.3 Contractor shall arrange & deliver required materials/consumables in the site at the earliest so that job can be completed without any interruption due to non-availability of materials/consumables.

10.0 STATEMENT OF APPROXIMATE QUANTITIES, VARIATIONS, ADDITIONS, ALTERATIONS, DRAWING AND SPECIFICATIONS:

10.1 The quantities noted are approximate and no claim shall be made against the company for reduction or enhancement of quantity.

10.2 OIL reserves the right to make any alterations in or additions to the original specification, drawing and instructions that may appear to be necessary or advisable during the progress of the work. The contractor shall be bound to carry out the work in accordance with any instructions which might be given to him in writing by OIL Engineer in charge and such alterations shall not invalidate the contract.

11.0 OFFICE ACCOMMODATION:

11.1 Contractor should arrange for office cum store accommodation at Duliajan (within a radius of approximately 5 km from OIL industrial area), where he can be contacted in case of requirement/emergency (24 hours a day) with a permanent telephone number.

11.2 Contractor shall arrange boarding, lodging, transportation and medical facility for his personnel.

12.0 QUALITY OF WORK:

12.1 Contractor shall abide by all instructions of OIL Engineer and carry out standard quality jobs/works to satisfaction of State Electricity Boards and OIL Engineer.

12.2 OIL and State Electricity Board shall reserve the right to ask the contractor to re-do poor quality job at no extra cost to OIL.

12.3 Contractor shall supervise the quality, safety and progress by engaging knowledgeable, qualified and experienced supervisor having relevant certificate of competency issued by any State Licensing Board/Govt. Authorized Body throughout the execution of the contract and at all point in the time of work.

13.0 COLLECTION/ATTENDING OF REPORT:

13.1 The contractor or his representative shall visit the office of Deputy General Manager-Electrical (Rigs) on all working days at 7:00AM to collect in which area jobs are to be undertaken by the contractor.

13.2 Jobs shall be attended as and when required.

13.3 Standard format supplied by OIL shall be filled up in triplicate before taking up any job and two copies shall be signed and handed over to OIL.

13.4 The contractor shall start the job within 07 days from the date of assignment of the job.

13.5 The contractor shall complete the assigned job within stipulated time frame. Time frame for completion of assigned job shall be decided based on job volume, site condition etc. The same shall be communicated to the contractor at the time of allotment of job.

14.0 MEDICAL

14.1 Contractor shall carry out Initial Medical Examination (IME), Periodic Medical Test (PME), Periodic Audiometric Test etc. of his employees at his own cost.

14.2 The frequency of periodic medical examinations should be as per statutory requirement.

14.3 OIL shall not be responsible for providing any medical assistance to contractor's personnel.

15.0 JOB REQUIREMENT:

As part of the job execution, the Contractor shall deploy adequate manpower, including the following personnel, to ensure smooth execution of operations, with the experience criteria as specified below:

a) The Contractor shall deploy a Electrical Supervisor having valid Electrical Supervisor's Certificate of Competency with relevant parts for minimum 11 KV issued by any State Licensing Board/Govt. Authorized Body.

b) The Contractor shall deploy a Electrical Workman having a valid permit with relevant parts for minimum 11 KV issued by any State Licensing Board/Govt. Authorized Body.

Necessary supporting documents/certificates endorsing the above criteria, qualification and experience details of the engaged personnel together with their CV

should be submitted to OIL during Mobilization Period for approval and clearance prior to their deployment. In line with the above, the bidder shall submit an **undertaking along with their bid** as per PQC Clause No. 'Note to BEC, I.' confirming the deployment of the specified personnel during the execution of the contract and the submission of their CVs during the mobilization period.

The Curriculum Vitae (CV) of the proposed personnel shall be submitted during the mobilization period as per format enclosed in **ANNEXURE-I** for approval and clearance prior to their deployment, containing the following information:

- Employee ID.
- Date of Birth
- Educational qualification
- Experience

The Curriculum Vitae (CVs) shall be duly authenticated and certified by a competent authority or authorized representative of the bidding entity (company/firm/proprietor). Service Provider/Bidder should submit CVs for at least the specified nos. of qualified **personnel** as above. However, bidder can propose/offer more than requisite number of personnel as indicated above for selection/consideration by the company under this tender.

16.0 TECHNICAL

Technical Description of Item-wise job details:

Item 10.0: Supply and Erection of new 9 Mtr. Stepped tubular MS pole or PSC pole with associated jobs, for single phase two wire/three phase four wire LT overhead line.

Job Details:

i) Pole to be erected by concreting in the pole pit (ratio for concreting: Cement: Sand: Stone chips = 1:4:8
ii) Size of the pole pit: 0.60 M x 0.60 M x 1/6th of the pole length.
iii) Additional fixtures such as two cross arms, pin insulators, shackle insulators; earth clamps, bracket clamp etc. shall be incorporated.
iv) Dismantling and stringing of Dog or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
v) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
vi) Any other job/activity which may be required to complete the process/job.
vii) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating

to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vii) Supply of required materials is in the scope of contractor.

Specification of the pole:

a) Length: 9 Mtrs. Steel tubular MS pole, swaged type, conforming to BIS: 2713 (part-I & II)
b) Designation: 410 SP-30
c) Effective length & thickness of Each section should be as per standard BIS: 2713 (Part-I & Part-III): 1980
d) Corrosion protection: Pole planting depth should be coated with bituminous paint as per BIS: 1580-1968 and rest of the pole length be painted with one coat of red-oxide primer as per IS: 2074-1979 and two coats of aluminium paint.
e) Base plate: Mild steel base plate of 300mm x 300mm x 6mm size should be welded to the bottom of the pole as per BIS: 2713 with a hole of diameter 14mm at the middle of the base plate.
f) Tests: Various Tests as per BIS: 2713-1985 should be carried out. The same must be submitted to OIL before the Pole is delivered and erected at working site.

Additional fixture: Pole should be fitted with two number of cross arm bracket with fixing arrangement (removable type) along with suitable clamp with nut, bolts and washer. The bracket should be of MS type, 90 mm OD, 850 mm long. Cross-section should be 75mm X 75mm X 6 mm. Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint

Item 20.0: Supply and Erection of new 9 Mtr. Stepped tubular GI pole with associated jobs, for single phase two wire/three phase four wire LT overhead line.

Job Details:

i) Pole to be erected by concreting in the pole pit (ratio for concreting: Cement: Sand: Stone chips = 1:4:8)
ii) Size of the pole pit: 0.60 M x 0.60 M x 1/6th of the pole length.
iii) Additional fixtures such as GI cross arms, pin insulators, shackle insulators; earth clamps, bracket clamp etc. shall be incorporated.
iv) Dismantling and stringing of Dog or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
v) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
vi) Any other job/activity which may be required to complete the process/job.

vii) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vii) Supply of required materials is in the scope of contractor.

Specification of the pole:

a) Length: 9 Mtrs. Steel tubular GI pole conforming to BIS: 2713 (part- I & II)
b) Designation: 410 SP-30
c) Effective length & thickness of Each section should be as per standard BIS: 2713 (Part-I & Part-III): 1980
d) Corrosion protection: Pole and its cross arm should be zinc coated. Galvanization of the same should be as per BIS:2629-1985.
e) Base plate: Mild steel base plate of 300mm x 300mm x 6mm size should be welded to the bottom of the pole as per BIS: 2713 with a hole of diameter 14mm at the middle of the base plate.
f) Tests: Various Tests as per BIS: 2713-1985 should be carried out. The same must be submitted to OIL before the Pole is delivered and erected at working site.

Additional fixture: Pole should be fitted with two number of GI cross arm bracket with fixing arrangement (removable type) along with suitable clamp with nut, bolts and washer. The bracket should be of GI type, 90 mm OD, 850 mm long. Cross-section should be 75mm X 75mm X 6 mm. Metallic parts of shall be painted with one coat of red oxide and two coats of aluminium paint.

Item 30.0: Dismantling of Existing 9 Mtrs. stepped tubular MS/GI/ PSC pole for single phase and neutral (two wire)/ three phase and neutral (four wire) LT overhead line.

Job Details:

i) Removal of bindings from insulators (including dismantling of conductors, earth wire, guard wire if necessary).
ii) Removal of the pole from earth by digging out.
iii) Dug out hole to be filled back with soil, stones etc. and subsequent hammering of the soil for maintaining soil level with the surroundings.
iv) Any other job/activity which may be required to complete the process/job.
v) Supply of required materials is in the scope of contractor.

Item 40.0: Shifting/relocation of Existing 9 Mtr. stepped tubular MS pole for single phase and neutral (two wire)/ three phase and neutral (four wire) LT overhead line.

Job Details:

i) Removal of bindings from insulators (including dismantling of conductors, guar wire & earth wire if necessary).
ii) Removal of the pole from earth by digging out.
iii) Dug out hole to be filled back with soil, stones etc. and subsequent hammering of the soil for maintaining soil level with the surroundings.
iv) Shifting of pole with fixtures.
v) Pole to be erected by concreting in the pole pit, (Ratio for concreting: Cement: Sand: Stone chips = 1:4:8)
vi) Size of the pole pit: 0.60 M x 0.60 M x 1/6th of the pole length.
vii) Dismantling, shifting and stringing of Dog or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
viii) If necessary, dismantling/shifting/laying/ stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
ix) Any other job/activity which may be required to complete the process/job.
x) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
xi) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint.

Item 50.0: Shifting/relocation of Existing 9 Mtr. Stepped tubular GI pole for single phase and neutral (two wire)/ three phase and neutral (four wire) LT overhead line.

Job Details:
i) Removal of bindings from insulators (including dismantling of conductors, guar wire & earth wire if necessary).
ii) Removal of the pole from earth by digging out.
iii) Dug out hole to be filled back with soil, stones etc. and subsequent hammering of the soil for maintaining soil level with the surroundings.
iv) Shifting of pole with fixtures.
v) Pole to be erected by concreting in the pole pit, (Ratio for concreting: Cement: Sand: Stone chips = 1:4:8)
vi) Size of the pole pit: 0.60 M x 0.60 M x 1/6th of the pole length.
vii) Dismantling, shifting and stringing of Dog or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
viii) If necessary, dismantling/shifting/laying/ stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.

ix) Any other job/activity which may be required to complete the process/job.
x) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
xi) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint.

Item 60.0: Shifting/relocation of Existing 9 Mtr. PSC pole for single phase and neutral (two wire)/three phase and neutral (four wire) LT overhead line.

Job Details:

i) Removal of bindings from insulators (including dismantling of conductors, guard wire & earth wire if necessary).
ii) Removal of the pole from earth by digging out.
iii) Dug out hole to be filled back with soil, stones etc. and subsequent hammering of the soil for maintaining soil level with the surroundings.
iv) Shifting of pole with fixtures.
v) Pole to be erected jamming by stone chips/boulders.
vi) Size of the pole pit: 0.60 M x 0.60 M x 1/6th of the pole length.
vii) Additional fixtures such as cross arms, pin insulators, shackle insulators, earth clamps etc. shall be incorporated.
viii) Dismantling and stringing of Dog or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
ix) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
x) Any other job/activity which may be required to complete the process/job.
xi) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
xii) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint.

Item 70.0: Extension of 9 Mtrs. stepped tubular MS/GI/PSC pole by additional fixture in case of single phase two wire, LT overhead line.

Job Details:

i) Removal of bindings from insulators (including dismantling of cross arms/ conductors/guardwire/earthwire if necessary).
ii) Additional fixtures such as extension piece, cross arms, pin insulators, shackle insulators; earth clamps, bracket clamp etc. shall be incorporated.
iii) Stringing of Dog or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
iv) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
v) Any other job/activity which may be required to complete the process/job.
vi) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vii) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint and shall be fitted as per DRAWING NO. ELE. RIG.O.H.05 A/ B/ C/ D.

Item 80.0: Extension of 9 Mtrs. stepped tubular MS/GI/PSC pole by additional fixture in case of three phase 4 wire, LT overhead line.

Job Details:

i) Removal of bindings from insulators (including dismantling of cross arms/conductors/guard wire/earth wire if necessary).
ii) Additional fixtures such as extension piece, cross arms, pin insulators, shackle insulators; earth clamps, bracket clamp etc. shall be incorporated.
iii) Stringing of Dog or undersize conductor, jointing with new conductor of the same size wherever required, pin/shackle binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
iv) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
v) Any other job/activity which may be required to complete the process/job.
vi) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vii) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint and shall be fitted as per DRAWING NO. ELE. RIG.O.H.06 A/B/C/D.

Item 90.0: Extension of existing 9 to 12 Mtrs. stepped tubular MS/GI/PSC pole in case of single phase two wire/three phase 4 wire, LT and 11KV HT Composite overhead line.

Job Details:
i) Removal of bindings from LT/HT insulators (including dismantling of cross arms/ conductors if necessary).
ii) Additional fixtures such as extension piece, cross arms, pin insulators, shackle insulators; earth clamps etc. shall be incorporated.
iii) Stringing of Dog or undersize conductor, jointing with new conductor of the same size wherever required, pin/shackle binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
iv) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
v) Any other job/activity which may be required to complete the process/ job.
vi) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vii) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint and shall be fitted as per DRAWING NO. ELE. RIG.O.H.07 A/B/C/D.

Item 100.0: Extension of existing 9 to 12 Mtrs. Tubular MS/GI/PSC pin pole in case of 11KV HT overhead line.

Job Details:

i) Removal of bindings from insulators (including dismantling of cross arms/ conductors/guard wire/earth wire if necessary).
ii) Additional fixtures such as extension piece, cross arms, pin insulators, earth clamps etc. shall be incorporated.
iii) Stringing of Dog/Wolf or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
iv) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.

v) Any other job/activity which may be required to complete the process/job.
vi) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vii) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint and shall be fitted as per DRAWING NO. RIG.O.H.08 A/ B.

Item 110.0: Extension of existing 9 to 12 Mtrs. Tubular MS/GI/PSC Single/ Shackle structure poles in case of 11KV HT overhead line.

Job Details:
i) Removal of bindings from insulators (including dismantling of conductors, guard wire, earth wire if necessary).
ii) Additional fixtures such as extension piece, cross arms, pin insulators, earth clamps etc. shall be incorporated.
iii) Stringing of Dog/Wolf or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
iv) If necessary, dismantling/ laying/ stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
v) Any other job/activity which may be required to complete the process/ job.
vi) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vii) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint and shall be fitted as per DRAWING NO. ELE. RIG.O.H.09 A/ B/ C/ D.

Item 120.0: Dismantling of existing 12 Mtrs. Tubular MS/GI/PSC poles for 11KV HT overhead lines.

Job Details:

i) Removal of bindings from insulators (including dismantling of conductors, guard wire, earth wire if necessary).
ii) Removal of the pole from earth by digging out.
iii) Dug out hole to be filled back with soil, stones etc. and subsequent hammering of the soil for maintaining soil level with the surroundings.

iv) Any other job/activity which may be required to complete the process/job.
v) Supply of required materials is in the scope of contractor.

Item 130.0: Supply and erection of new 12 Mtrs. Stepped Tubular MS poles for 11KV HT overhead lines.

Job Details:

i) Pole to be erected by concreting in the pole pit (ratio for concreting: Cement: Sand: Stone chips = 1:4:8).
ii) Size of the pole pit: 0.75 M x 0.75 M x 1/6th of the pole length.
iii) Additional fixtures such as two cross arms, insulators, earth clamps, bracket clamps, etc. shall be incorporated.
iv) Dismantling and stringing of Wolf or undersize conductor, jointing with new conductor of the same size wherever required, insulator binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
v) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
vi) Any other job/ activity which may be required to complete the process/ job.
vii) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
viii) Supply of required materials is in the scope of contractor.

Specification of the pole:

a) Length: 12 Mtrs. Steel tubular pole, swaged type, conforming to IS: 2713 (part- I & II) - 1980.
b) Designation: 410 SP-60
c) Effective length & thickness of Each section should be as per standard BIS: 2713 (Part-I & Part-III): 1980
d) Corrosion protection: Pole planting depth should be coated with Bituminous paint as per IS: 1580-1968 and rest of the pole length be painted with one coat of red-oxide primer as per IS: 2074-1979 and two coats of aluminium paint.
e) Base plate: Mild steel base plate of 450mm x 450mm x 6mm size should be welded to the bottom of the pole as per IS: 2713 with a hole of diameter 14mm at the middle of the base plate.
f) Tests: Various Tests as per BIS: 2713-1985 should be carried out. The same must be submitted to OIL before the Pole is delivered and erected at working site.

Additional fixture: Pole should be fitted with two number of cross arm bracket with fixing arrangement (removable type) along with suitable clamp with nut, bolts and washer. The bracket should be of GI type, 90 mm OD, 1200 mm long. Cross-section

should be 75mm X 75mm X 6 mm. Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint.

Item 140.0: Supply and erection of new 12 Mtrs. Stepped Tubular GI poles for 11KV HT overhead lines.

Job Details:

i) Pole to be erected by concreting in the pole pit (ratio for concreting: Cement: Sand: Stone chips = 1:4:8).
ii) Size of the pole pit: 0.75 M x 0.75 M x 1/6th of the pole length.
iii) Additional fixtures such as two cross arms, insulators, earth clamps, bracket clamps, etc. shall be incorporated.
iv) Dismantling and stringing of Wolf or undersize conductor, jointing with new conductor of the same size wherever required, insulator binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
v) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
vi) Any other job/activity which may be required to complete the process/job.
vii) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
viii) Supply of required materials is in the scope of contractor.

Specification of the pole:

a) Length: 12 Mtrs. Steel tubular pole, swaged type, conforming to IS: 2713 (part- I & II) - 1980.
b) Designation: 410 SP-60
c) Effective length & thickness of Each section should be as per standard BIS: 2713 (Part-I & Part-III): 1980
d) Corrosion protection: Pole and its cross arm should be znc coated. Galvanization of the same should be as per BIS:2629-1985.
e) Base plate: Mild steel base plate of 450mm x 450mm x 6mm size should be welded to the bottom of the pole as per IS: 2713 with a hole of diameter 14mm at the middle of the base plate.
f) Tests: Various Tests as per BIS: 2713-1985 should be carried out. The same must be submitted to OIL before the Pole is delivered and erected at working site.

Additional fixture: Pole should be fitted with two numbers of cross arm brackets with fixing arrangement (removable type) along with suitable clamp with nut, bolts and washer. The bracket should be of GI type, 90 mm OD, 1200 mm long. Cross-section

should be 75mm X 75mm X 6 mm. Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint.

Item 150.0: Shifting/relocation of existing 12 Mtrs. Tubular MS pole in case of 11KV HT overhead lines.

Job Details:

i) Removal of bindings from insulators (including dismantling of conductors, guard wire, earth wire if necessary).
ii) Removal of the pole from earth by digging out.
iii) Dug out hole to be filled back with soil, stones etc. and subsequent hammering of the soil for maintaining soil level with the surroundings.
iv) Shifting of pole with fixtures.
v) Pole to be erected by concreting in the pole pit (ratio for concrete: Cement: Sand: Stone chips = 1:4:8).
vi) Size of the pole pit: 0.75 M x 0.75 M x 1/6th of the pole length.
vii) Additional fixtures such as cross arms, pin insulators, shackle insulators, earth clamps etc. shall be incorporated.
viii) Dismantling and stringing of Wolf or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
ix) If necessary, dismantling/laying/stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
x) Any other job/activity which may be required to complete the process/job.
xi) Re-routing, laying & termination of cable if required.
xii) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
xiii) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint.

Item 160.0: Shifting/relocation of existing 12 Mtrs. Tubular GI/PSC pole in case of 11KV HT overhead lines.

Job Details:

i) Removal of bindings from insulators (including dismantling of conductors if necessary).
ii) Removal of the pole from earth by digging out.

iii) Dug out hole to be filled back with soil, stones etc. and subsequent hammering of the soil for maintaining soil level with the surroundings.
iv) Shifting of pole with fixtures.
v) Pole to be erected by concreting in the pole pit (ratio for concrete: Cement: Sand: Stone chips = 1:4:8).
vi) Size of the pole pit: 0.75 M x 0.75 M x 1/6th of the pole length.
vii) Additional fixtures such as cross arms, pin insulators, shackle insulators, earth clamps etc. shall be incorporated.
viii) Dismantling and stringing of Wolf or undersize conductor, jointing with new conductor of the same size wherever required, pin binding with aluminium binding wire, also jumpering if necessary by approved PG clamps or aluminium wire.
ix) If necessary, dismantling/ laying/ stringing of Earth wire and guard wire of the existing size (to be provided by the contractor, if necessary) that prevails in the existing overhead line.
x) Any other job/activity which may be required to complete the process/job.
xi) Re-routing, laying & termination of cable if required.
xii) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
xiii) Supply of required materials is in the scope of contractor.

Item 170.0: Dismantling and erection of LT overhead lines/cables per span for single phase and neutral (two wire)/ three phase and neutral (four wire) LT overhead line.

Job Details:
i) Removal of bindings/cable connection from the existing insulators/point
ii) Dismantling and stringing of Dog or undersize conductor, insulator binding with aluminium binding wire, also jumpering if necessary.
iii) If necessary, dismantling/laying/stringing of Earth wire and guard wire that prevails in the existing overhead line.
iv) Any other job/activity which may be required to complete the process/job.
v) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vi) Supply of required materials is in the scope of contractor.

Note: This job is applicable only where overhead line/cable sags are more and additional materials are not required except aluminium binding wire.

Item 180.0: Dismantling and erection of HT overhead lines per span for 11KV HT overhead lines.

Job Details:

i) Removal of bindings from the existing insulators
ii) Dismantling and stringing of Wolf or undersize conductor, insulator binding with aluminium binding wire, also jumpering if necessary.
iii) If necessary, dismantling/laying/stringing of Earth wire and guard wire that prevails in the existing overhead line.
iv) Any other job/activity which may be required to complete the process/job.
v) On completion of the above job minimum ground clearance of the overhead lines should be maintained (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vi) Supply of required materials is in the scope of contractor.

Note: This job is applicable only where overhead line sags are more and additional materials are not required except aluminium binding wire.

Item 190.0: Installation of stay wire complete with installation of stay rod assembly.

Job Details:

i) Excavation of hole of size 1.5 mtr. deep X 0.75 mtr. width X 0.75 mtr. breadth.
ii) Placing of stay rod and anchor plate.
iii) Back filling and earth ramming.
iv) Fixing of stay wire in the pole with clamp of size 10mm for LT overhead lines and 15.8mm for H.T./composite overhead lines including suitable thimble and accessories.
v) Any other job/activity which may be required to complete the process/job.
vi) Supply of required materials is in the scope of contractor.

Specification of the stay rod assembly with G.I. wire:
Galvanized stay rod complete with bow, rod, thimble & Galvanized plate with the following specifications:
Stay rod: Mild steel rod of Dia. 19mm, Long 1.8mtr. & minimum tensile strength of 42kgf/mm sq. as per IS: 5613 (Part-1/sec-2)-1985
Bow: Length of bow 375mm to 390mm (approx) dia 15mm and should be suitable for use with stay rod of minimum tensile strength of 42 kgf/mm sq.
Thimble: 1 no. of suitable open type galvanized thimble for use with above stay rod and bow stay wire dia of 15.8mm (5/8inch).
Galvanized plate: Galvanized plate of size 100mm (L) X 100mm (B) X 6mm (Thickness)
G.I. wire: 10mm/15.8mm G.I. wire of standard quality.

Item 200.0: Extension of existing LT pole with additional fixture to increase ground clearance of existing PVC service line by replacing to consumers premises.

Job Details:

i) Additional fixtures shall be fitted in the APDCL's /other agency existing pole.
ii) Service line to the consumers' premises to be raised.
iii) Service line to consumers' premises needs to be replaced with a new one without jointing in between with centenary wire, size 12 S.W.G., G.I. wire. For binding the service line 18 S.W.G., G.I. wire and black tape to be used.
iv) Any other job/activity which may be required to complete the process/job.
v) Minimum ground clearance should be maintained for the service lines (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
vi) Supply of required materials is in the scope of contractor.

Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint.
Specification of service line:

Cable twin core, Flat PVC insulated, 2.5/4 mm sq, aluminium conductor suitable for electric power and lighting for voltage up to and including 1100 volt, as per IS:1554 part-1 and IS: 7098 part-1 specification.

Item 210.0: To increase ground clearance by replacing existing PVC service line (LT) to consumers premises with bamboo.

Job Details:

i) Service line to consumers' premises to be raised with good quality bamboo at both ends of the road.
ii) Service line to consumers' premises needs to be replaced with a new one without jointing in between with centenary wire, size 12 S.W.G., G.I. wire. For binding the service line 18 S.W.G., G.I. wire and black tape to be used.
iii) Any other job/activity which may be required to complete the process/job.
iv) Minimum ground clearance should be maintained for the service lines (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
v) Supply of required materials is in the scope of contractor.

Specification of service line:

Cable twin core, Flat PVC insulated,2.5/4 mm sq, aluminium conductor suitable for electric power and lighting for voltage up to and including 1100 volt, as per IS:1554 part-1 and IS: 7098 part-1 specification.

Item 220.0: Services of one Lineman along with one Helper for escorting OIL's equipment while transfer.

Job Details:
i) Services to be provided for shifting OIL's Equipment to various operational areas of OIL as and when required.
ii) Lineman along with one helper should move with OIL's transport.
iii) Lineman needs to raise the overhead lines including service lines for crossing of OIL's vehicle wherever overhead lines and service lines obstruct equipment movements.
iv) Lineman should carry along with him insulated stick and HT insulated hand gloves.
v) All safety precautions should be taken as per CEA Regulations,2023 and as amended up to date.
vi) Any other job/activity which may be required to complete the process/ job.
vii) Supply of required materials is in the scope of contractor.

Item 230.0: Extension of existing LT pole with additional fixture to increase ground clearance of existing PVC service line/lines(bunch) (without replacing) to consumers premises.

Job Details:

i) Additional fixtures shall be fitted in the ASEB's/other agency existing pole.
ii) Service line/lines (bunch) to the consumers' premises to be raised without jointing pvc cable in between.
iii) Any other job/activity which may be required to complete the process/job.
iv) Minimum ground clearance should be maintained for the service lines (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations,2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
v) Supply of required materials is in the scope of contractor.

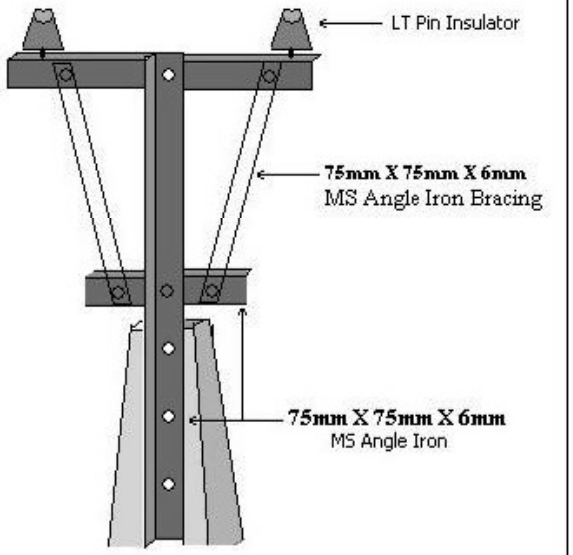
Additional fixture: Metallic parts shall be painted with one coat of red oxide and two coats of aluminium paint.

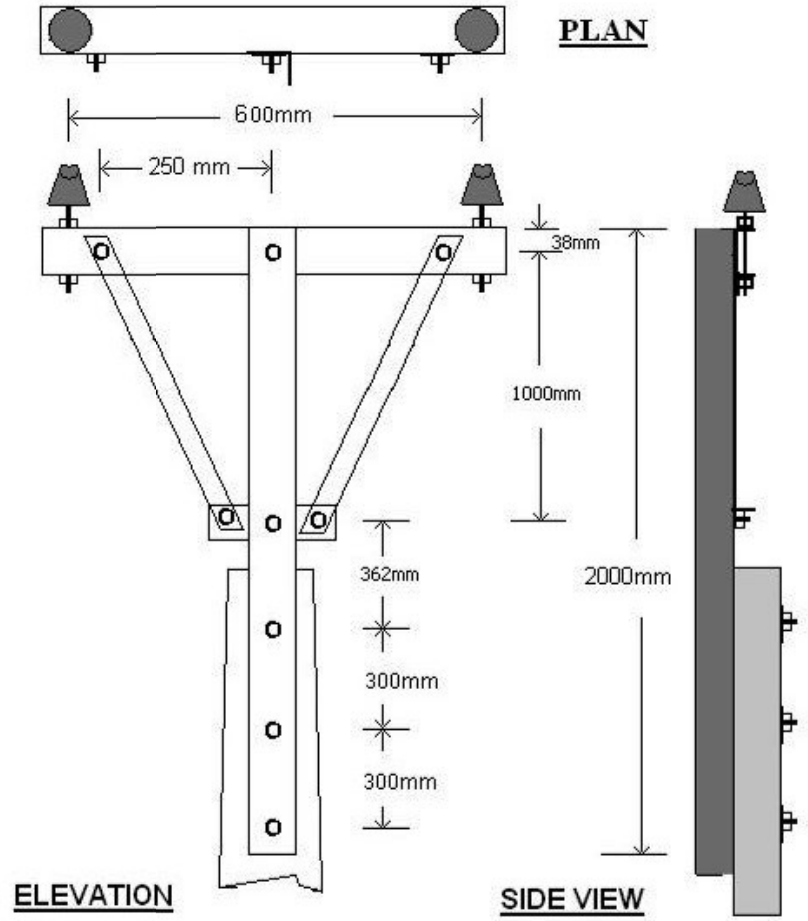
Item 240.0: To increase ground clearance of existing PVC service line (without replacing) (BPL line) to consumers premises with bamboo.

Job Details:

i) Service line to consumers' premises to be raised with good quality bamboo at both ends of the road.
ii) Service line to consumers' premises needs raised without jointing in between.
iii) Any other job/activity which may be required to complete the process/job.
iv) Minimum ground clearance should be maintained for the service lines (wherever the contractor works) as per CEA (Measures Relating to Safety and Electric Supply) Regulations, 2023 and for safe passage of OIL's equipment (which shall be intimated by OIL).
v) Supply of required materials is in the scope of contractor.

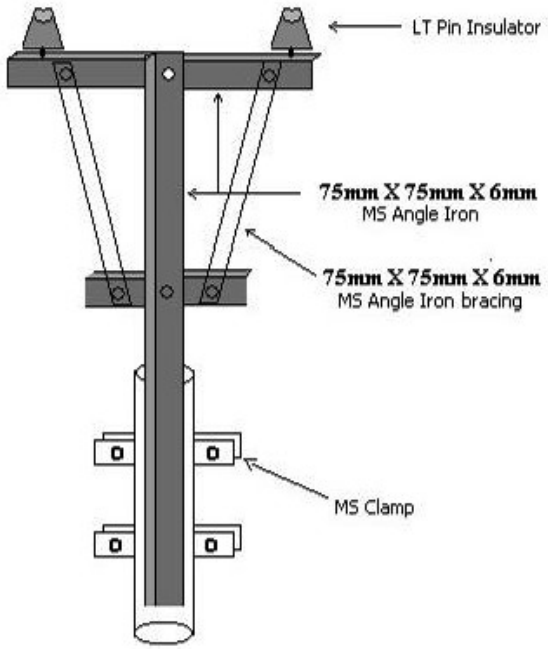
End of Section-III (SOW)

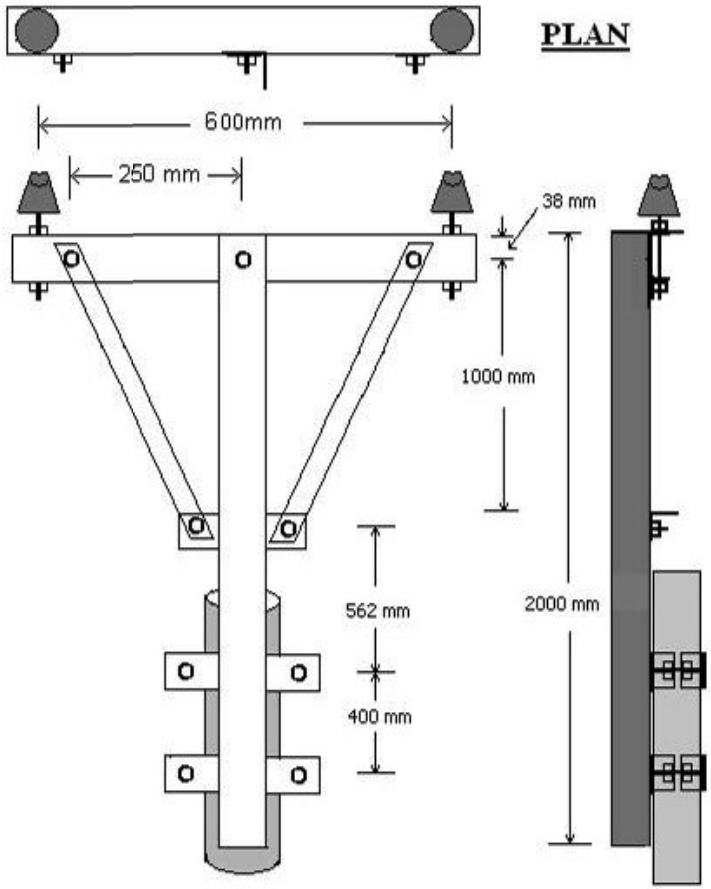




Note: Dimensions are not to scale.

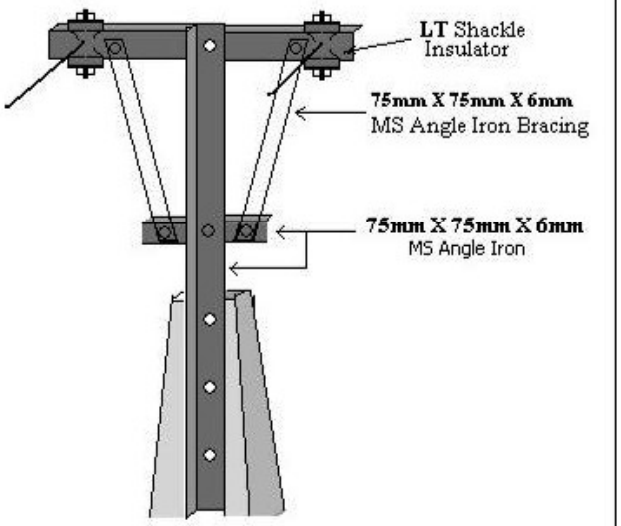
TITLE	PCC Pole Extention of Single Phase LT O/H Lines (Pin Poles)
Drag.no.	ELE. RIG. O. H. 05 A
OIL INDIA LIMITED	

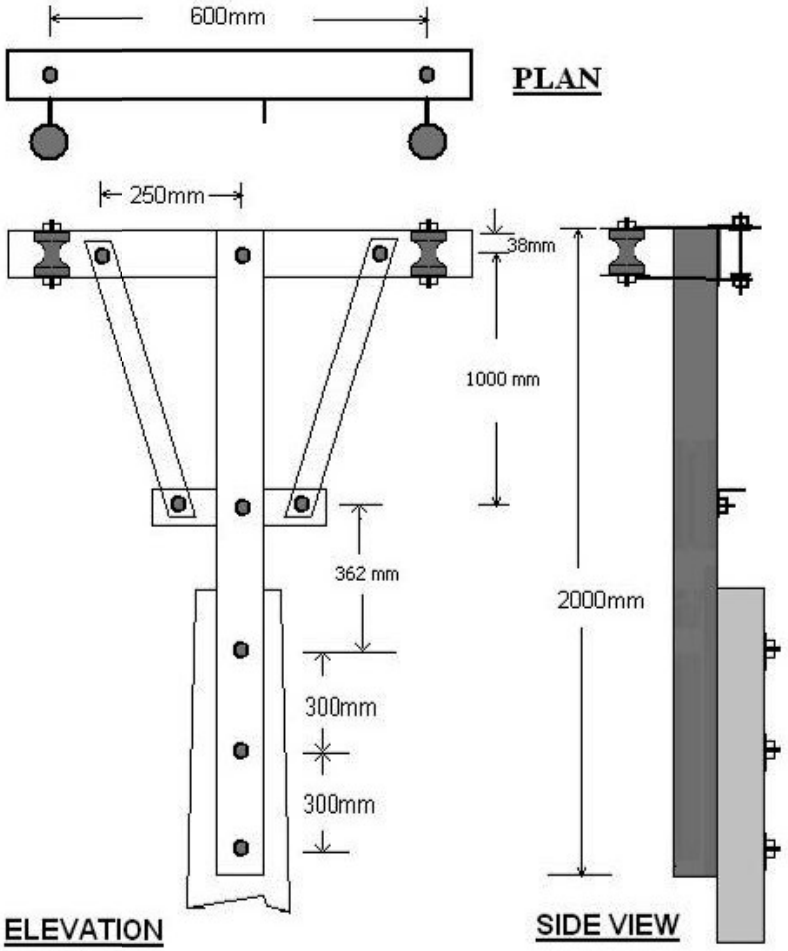




Note: Dimensions are not to scale.

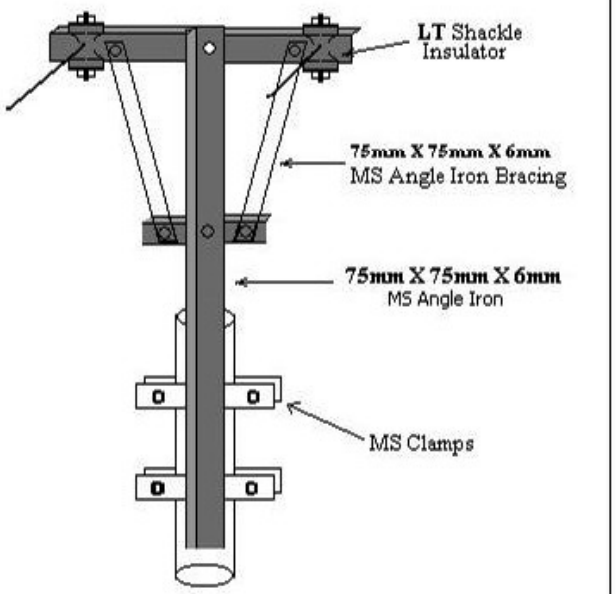
TITLE	Tubular Pole Extention of Single Phase LT O/H Lines (Pin Poles)
Drag.no.	ELE. RIG. O. H. 05B
OIL INDIA LIMITED	

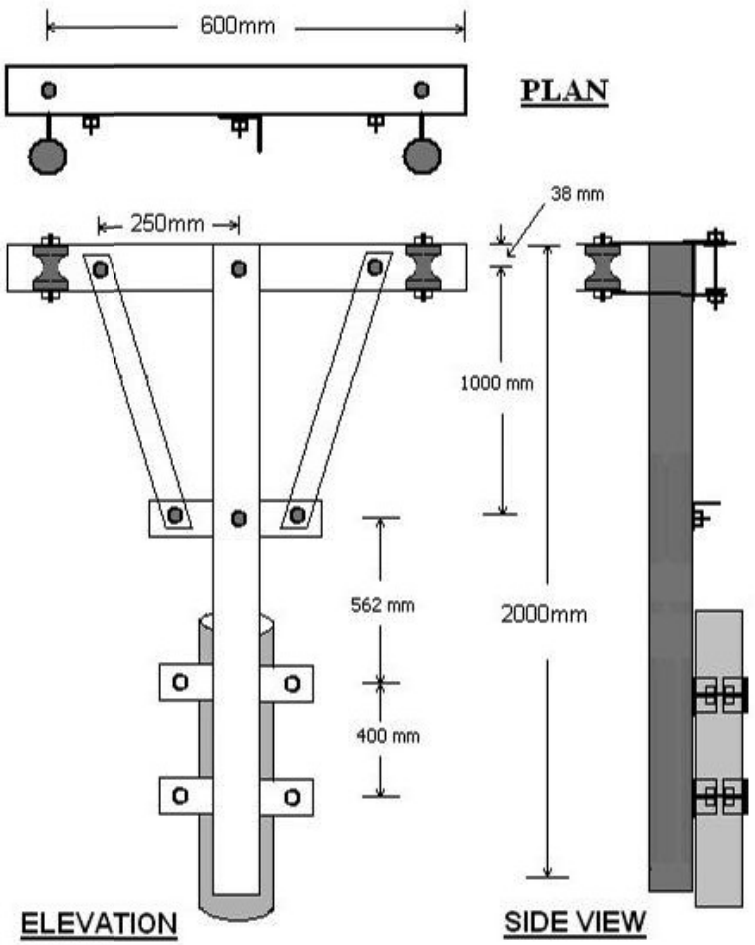




Note: Dimensions are not to scale.

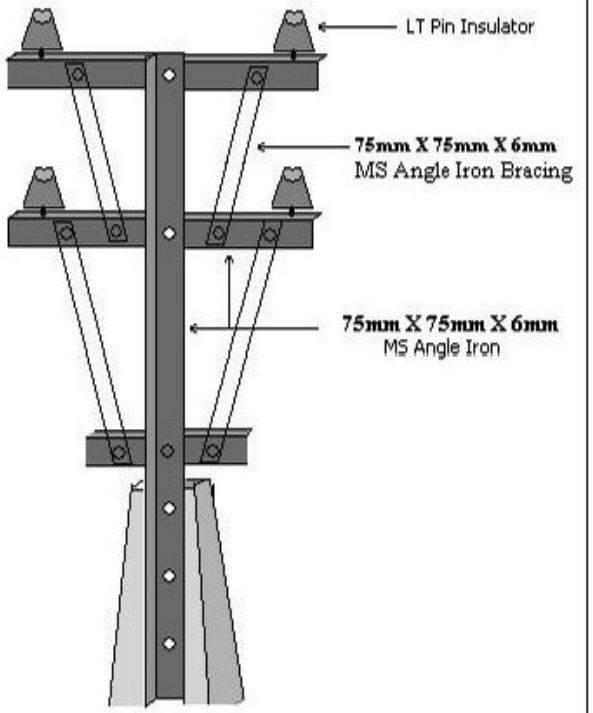
TITLE	PCC Pole Extention of Single Phase LT O/H Lines (Shackle Pole)
Drag.no.	ELE. RIG. O. H. 05 C
OIL INDIA LIMITED	

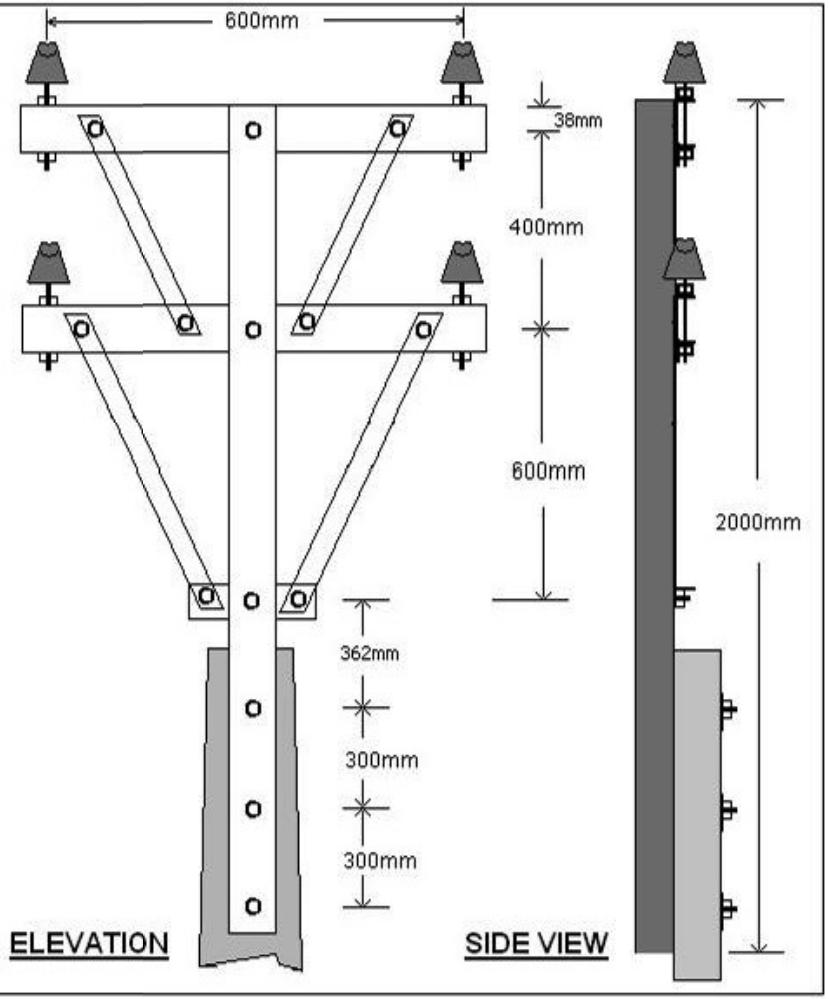




Note: Dimensions are not to scale.

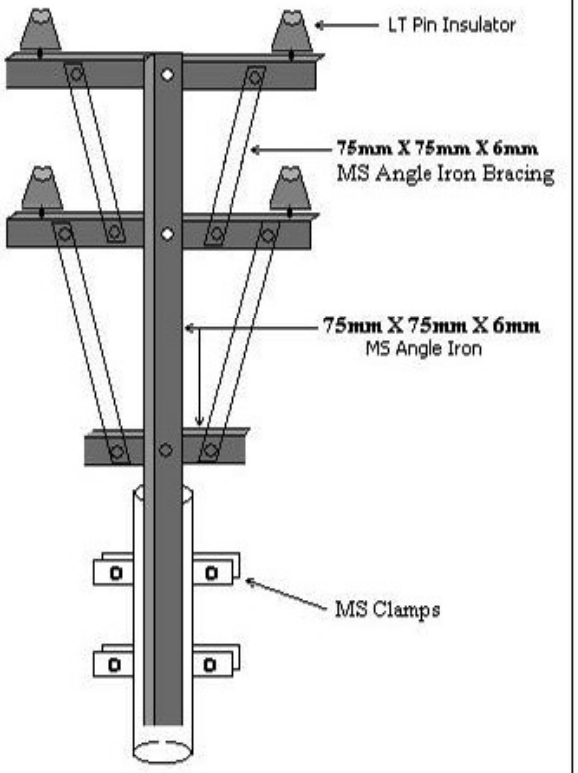
TITLE	Tubular Pole Extention of LT O/H Lines (Single Phase Shackle)
Drag.no.	ELE. RIG. O. H. 05D
OIL INDIA LIMITED	

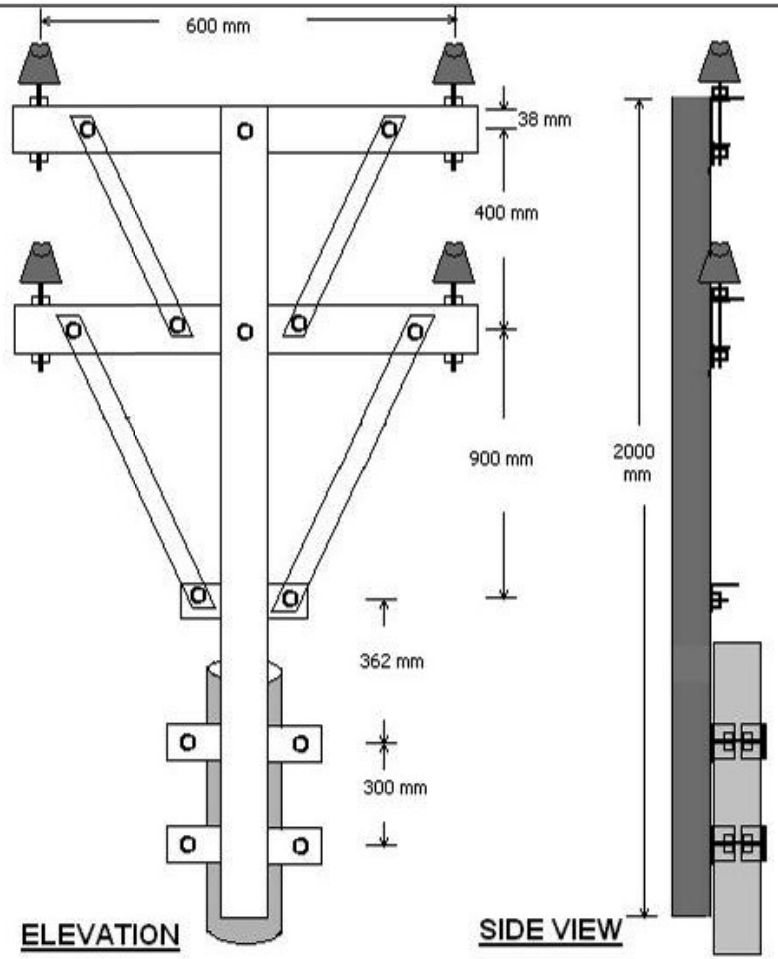




Note: Dimensions are not to scale.

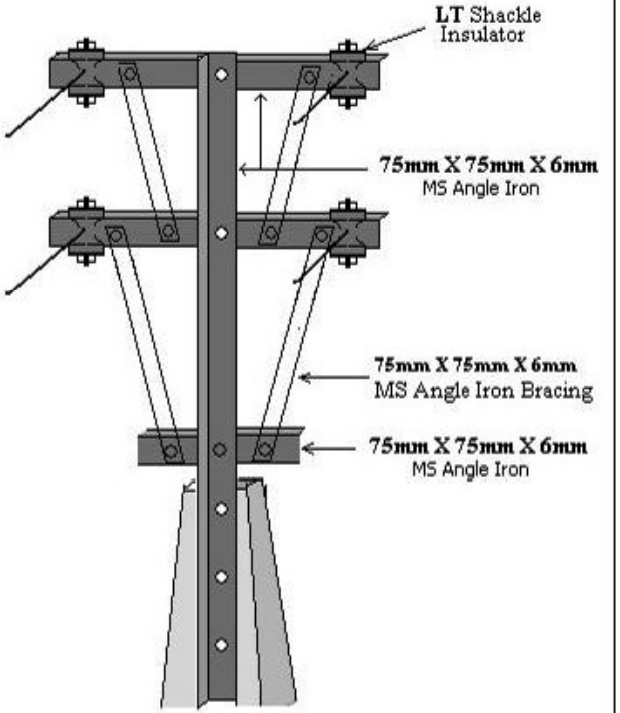
TITLE	PCC Pole Extention of Three Phase 4 Wire LT O/H Lines (Pin Poles)
Drag.no.	ELE. RIG. O. H. 06A
OIL INDIA LIMITED	

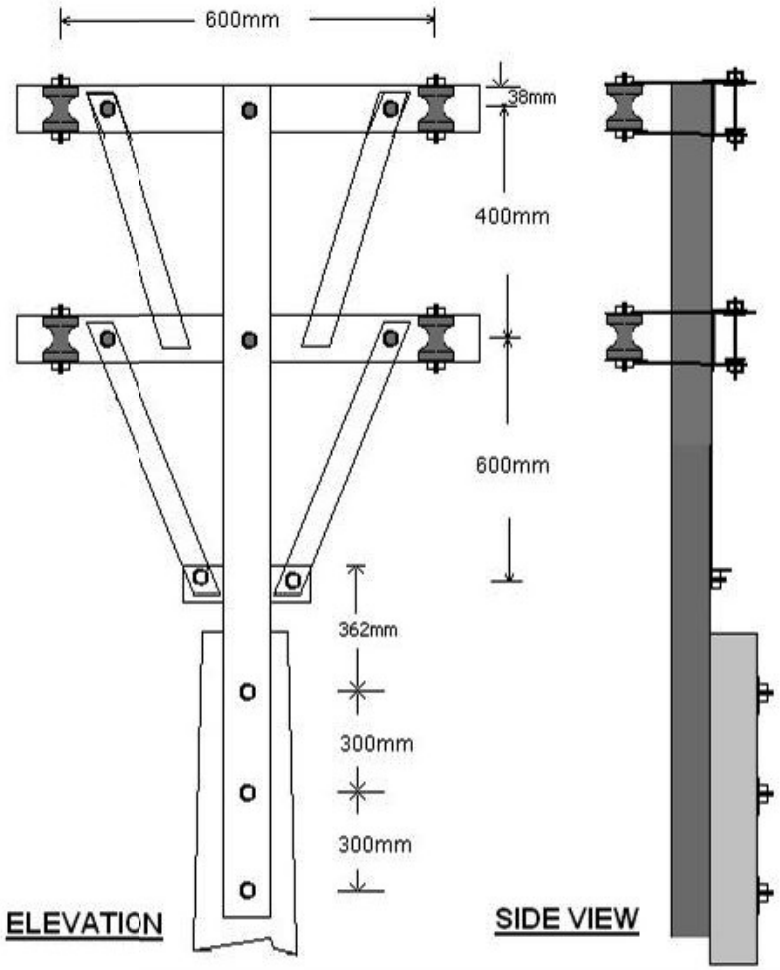




Note: Dimensions are not to scale.

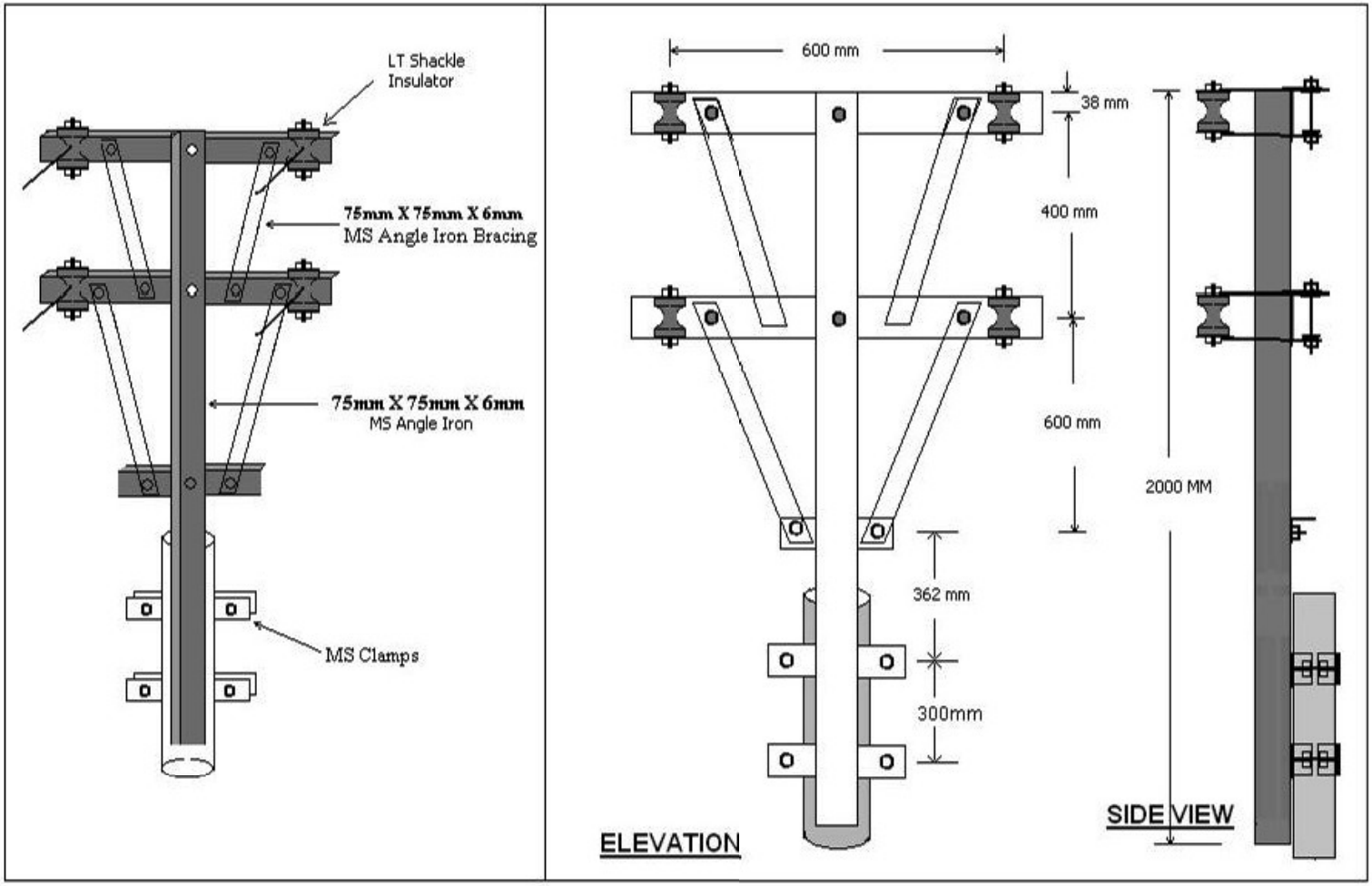
TITLE	Tubular Pole Extention of Three Phase 4 Wire LT O/H Lines (Pin Poles)
Drag.no.	ELE. RIG. O. H. 06 B
OIL INDIA LIMITED	





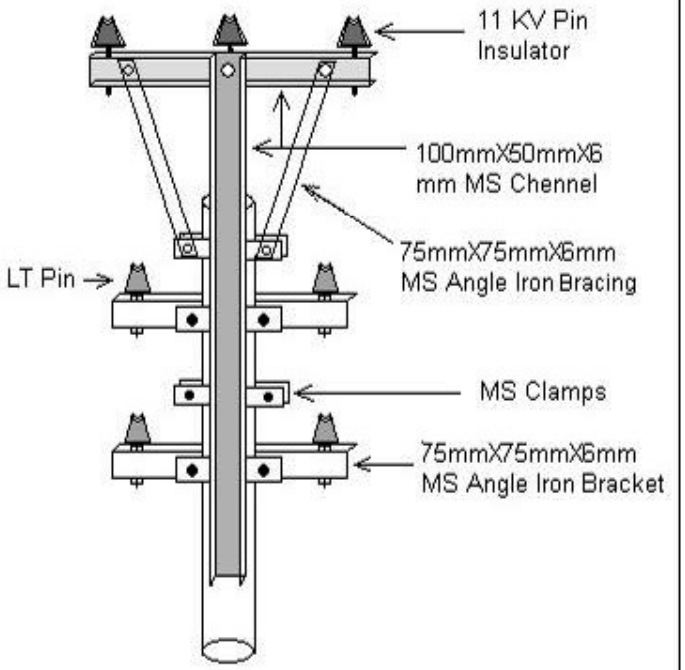
Note: Dimensions are not to scale.

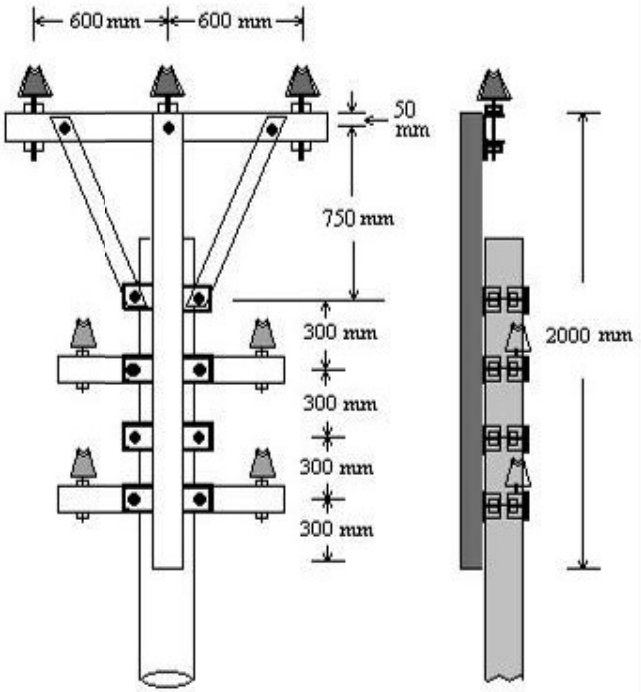
TITLE	PCC Pole Extention of Three Phase 4 Wire LT O/H Lines (Shackle Poles)
Drag.no.	ELE. RIG. O. H. 06C
OIL INDIA LIMITED	



Note: Dimensions are not to scale.

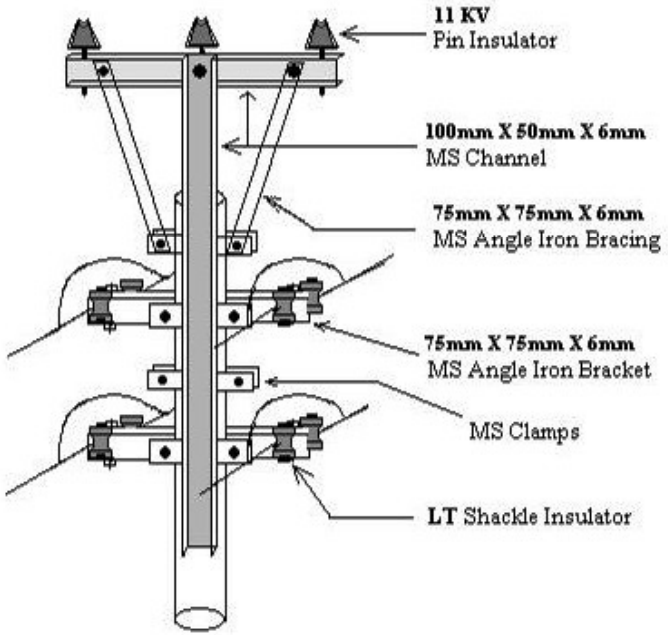
TITLE	Tubular Pole Extention of Three Phase 4 Wire LT O/H Lines (Shackle Poles)
Drag.no.	ELE. RIG. O. H. 06 D
OIL INDIA LIMITED	

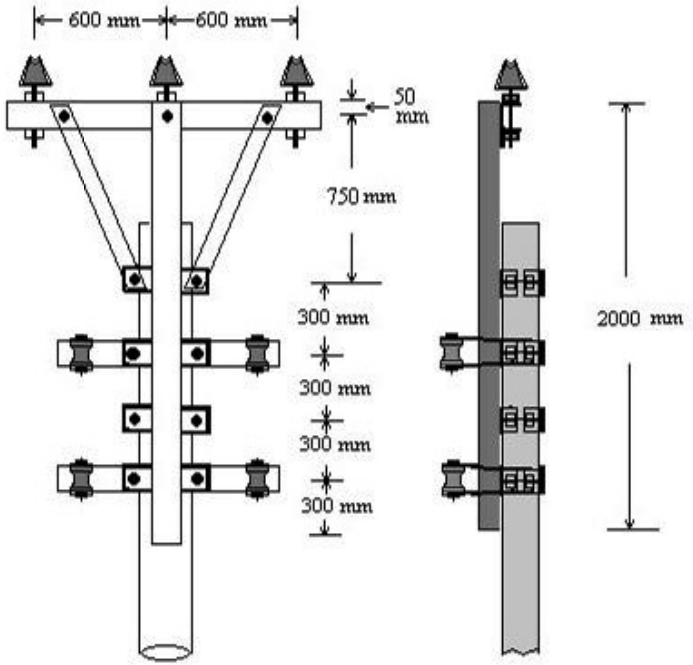




Note: Dimensions are not to scale.

TITLE	Composite Tubular Pole Extention (11 KV HT Pin & 3 Phase LT Pin)
Drag.no.	ELE. RIG. O. H. 07 A
OIL INDIA LIMITED	



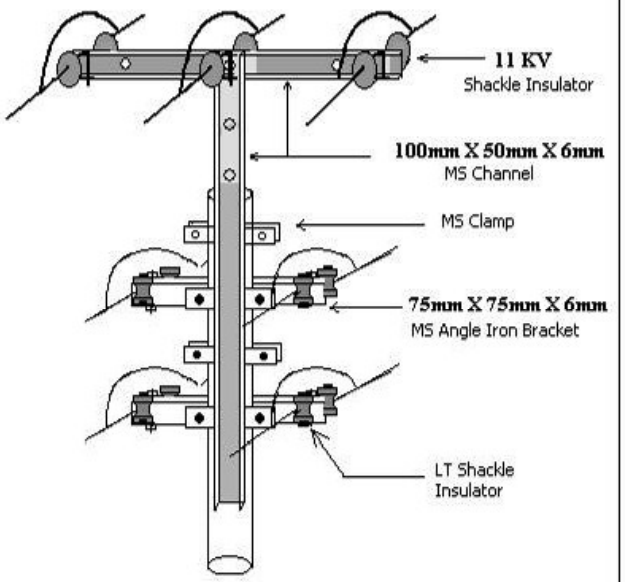


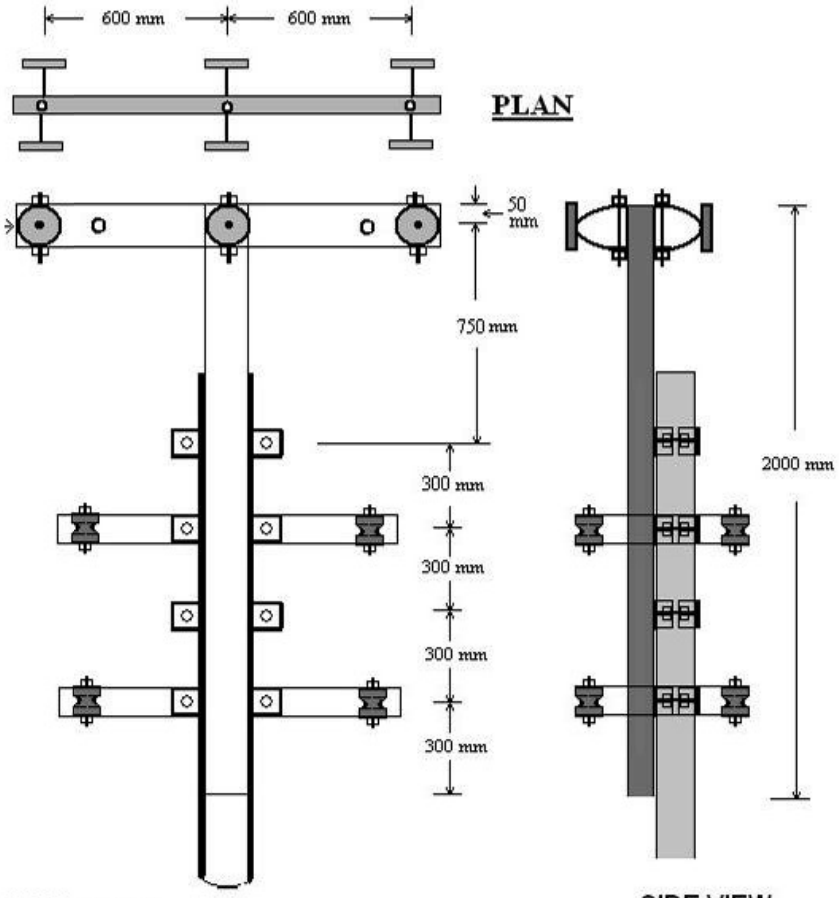
ELEVATION

SIDE VIEW

Note: Dimensions are not to scale.

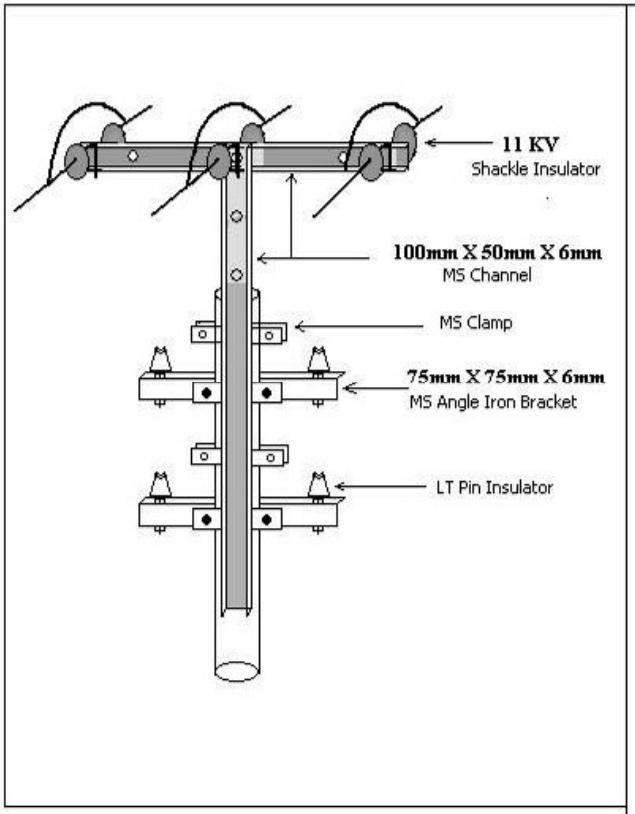
TITLE	Composite Tubular Pole Extention (HT Pin and 3 Phase LT Shackle)
Drag.no.	ELE. RIG. O. H. 07 B
OIL INDIA LIMITED	

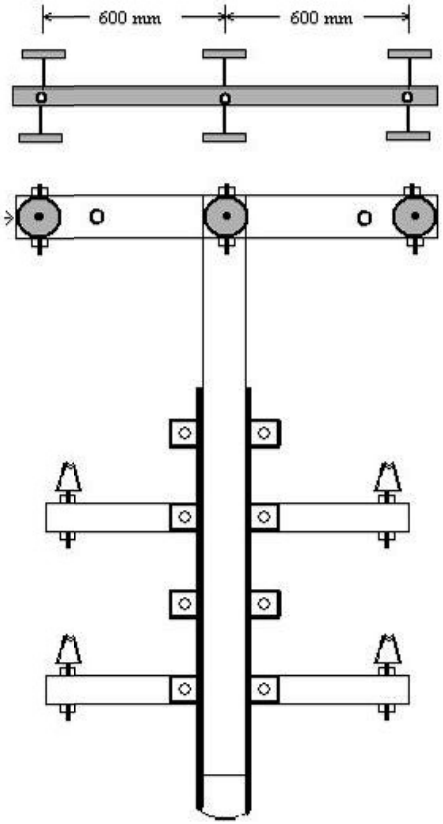




Note: Dimensions are not to scale.

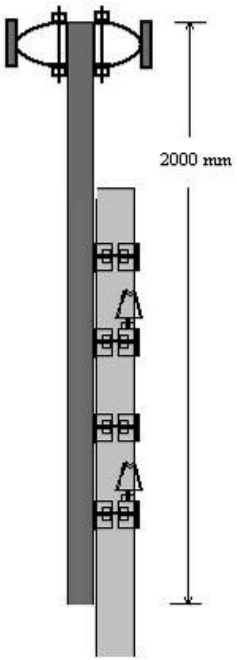
TITLE	Composite Tubular Pole Extention (HT Shackle & 3 Phase LT Shackle)
Drag.no.	ELE. RIG. O.H. 07 C
OIL INDIA LIMITED	





PLAN

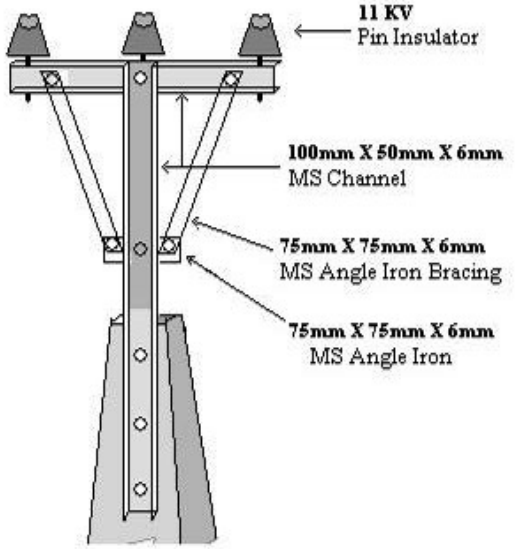
ELEVATION

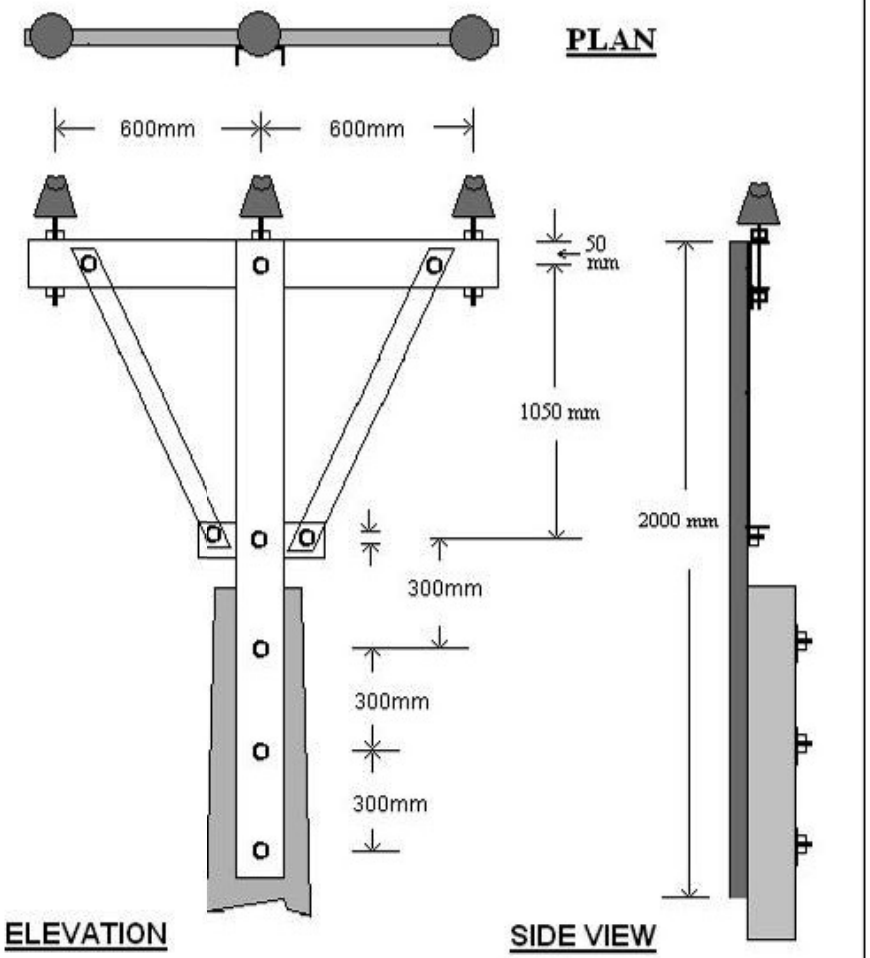


SIDE VIEW

Note: Dimensions are not to scale.

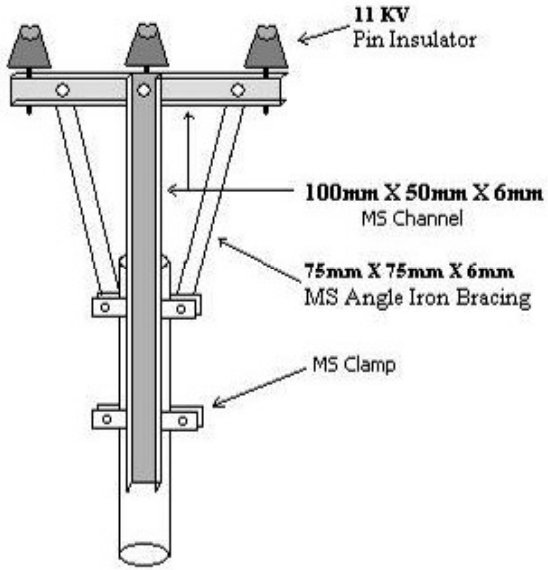
TITLE	Composite Tubular Pole Extention (HT Shackle and 3 Phase LT Pin)
Drag.no.	ELE. RIG. O. H. 07 D
OIL INDIA LIMITED	

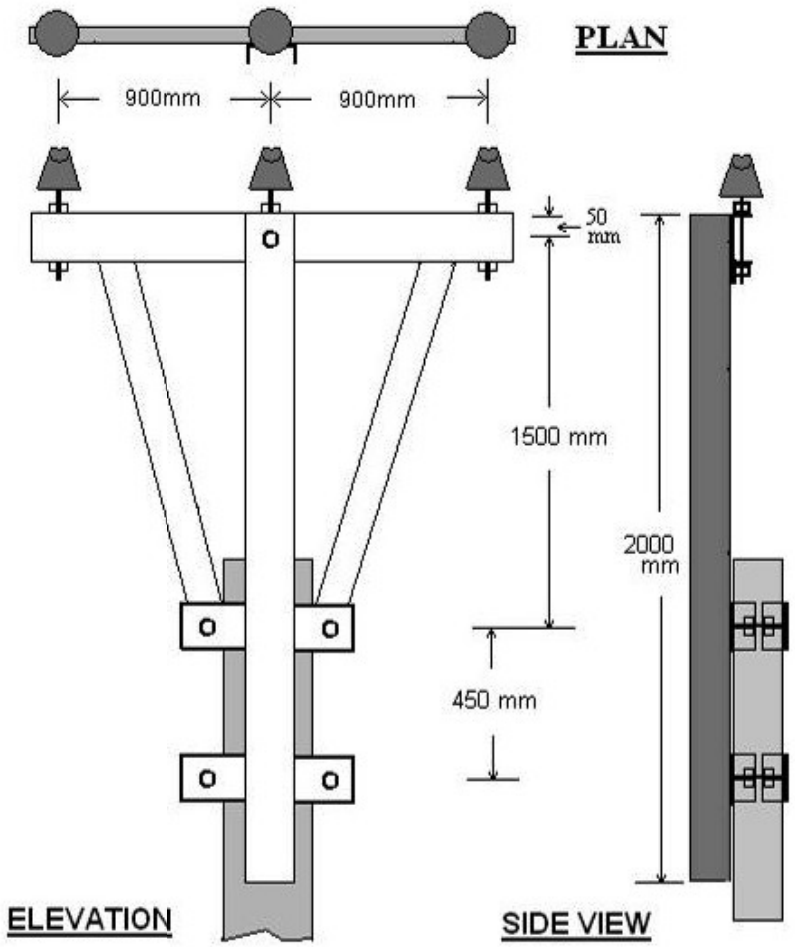




Note: Dimensions are not to scale.

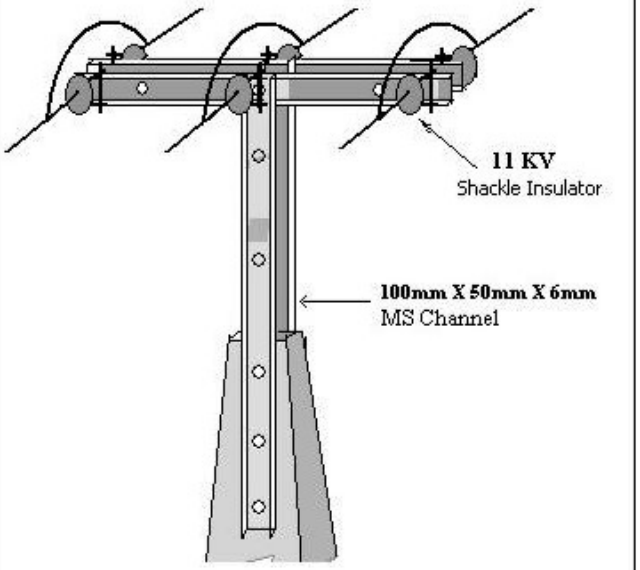
TITLE	PCC Pole Extension of 11 KV Over-Head Lines (Pin Pole)
Drag.no.	ELE. RIG. O. H. 08 A
OIL INDIA LIMITED	

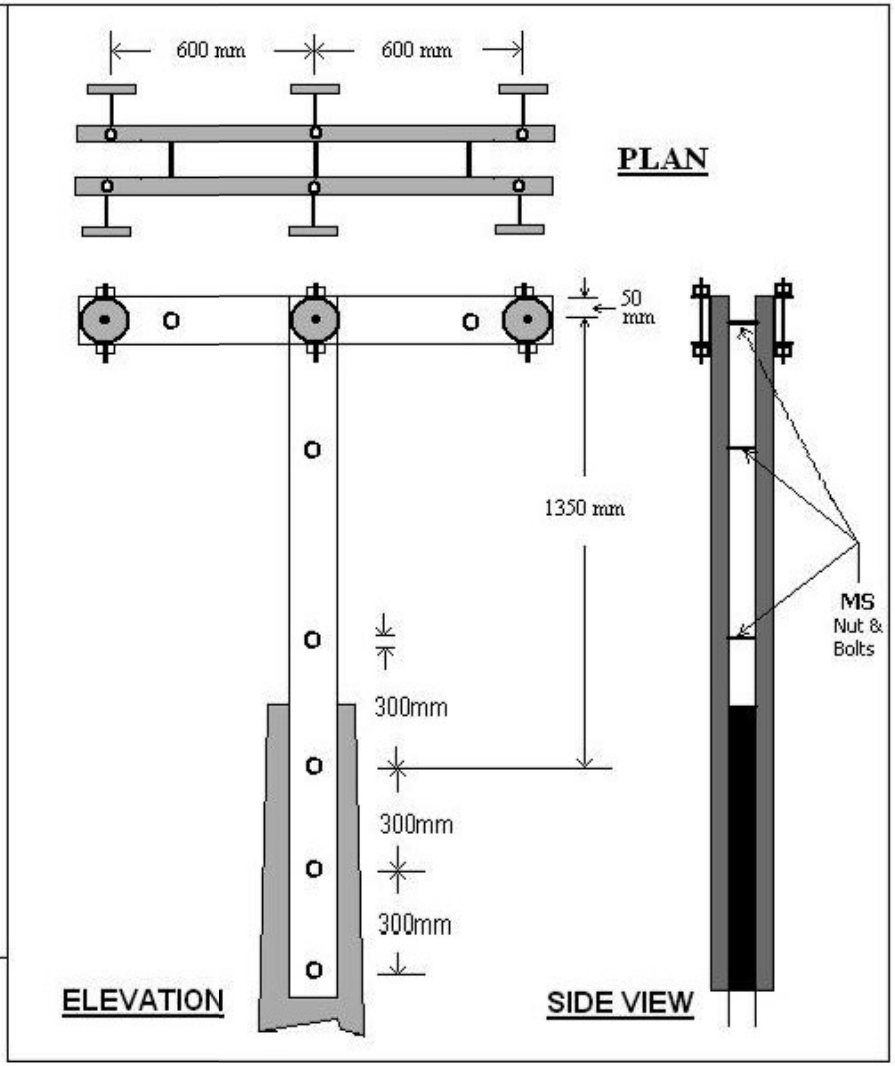




Note: Dimensions are not to scale.

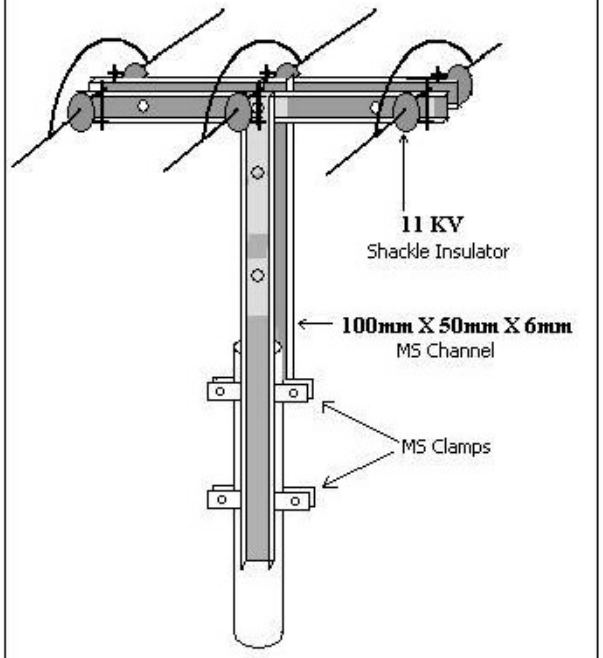
TITLE	Tubular Pole Extention of 11KV O/H Lines (Pin Poles)
Drag.no.	ELE. RIG. O. H. 08 B
OIL INDIA LIMITED	

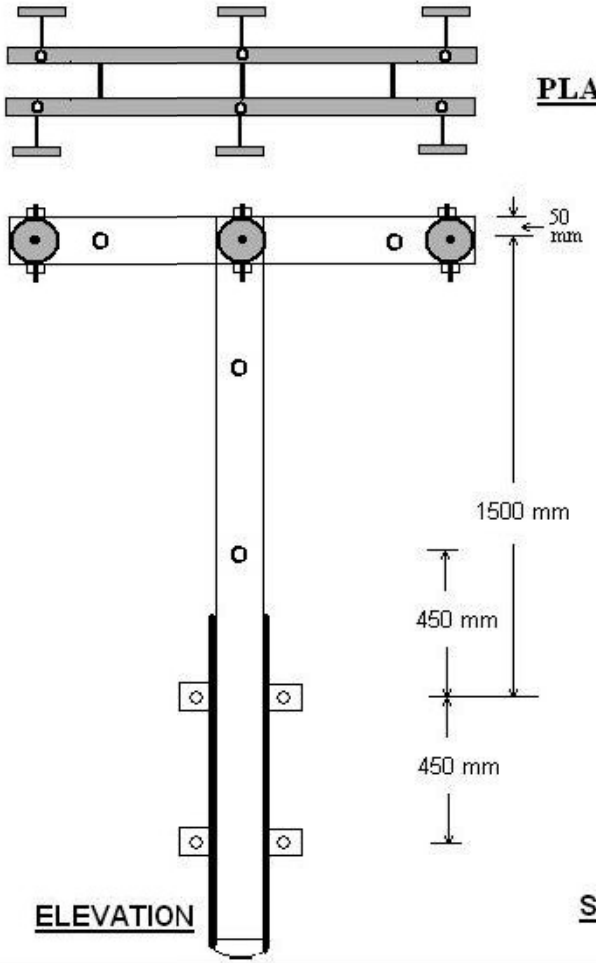


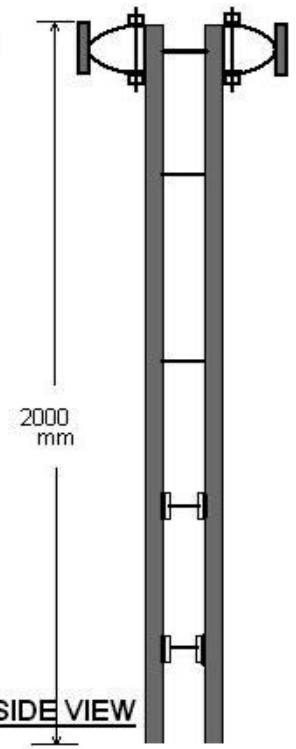


Note: Dimensions are not to scale.

TITLE	PCC Pole Extension of 11 KV Over-Head Lines (Shackle Pole)
Drag.no.	ELE. RIG. O. H. 09A.
OIL INDIA LIMITED	

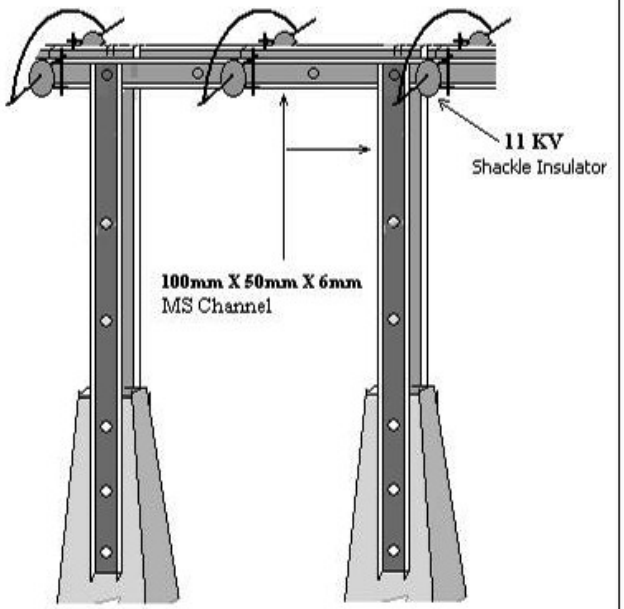


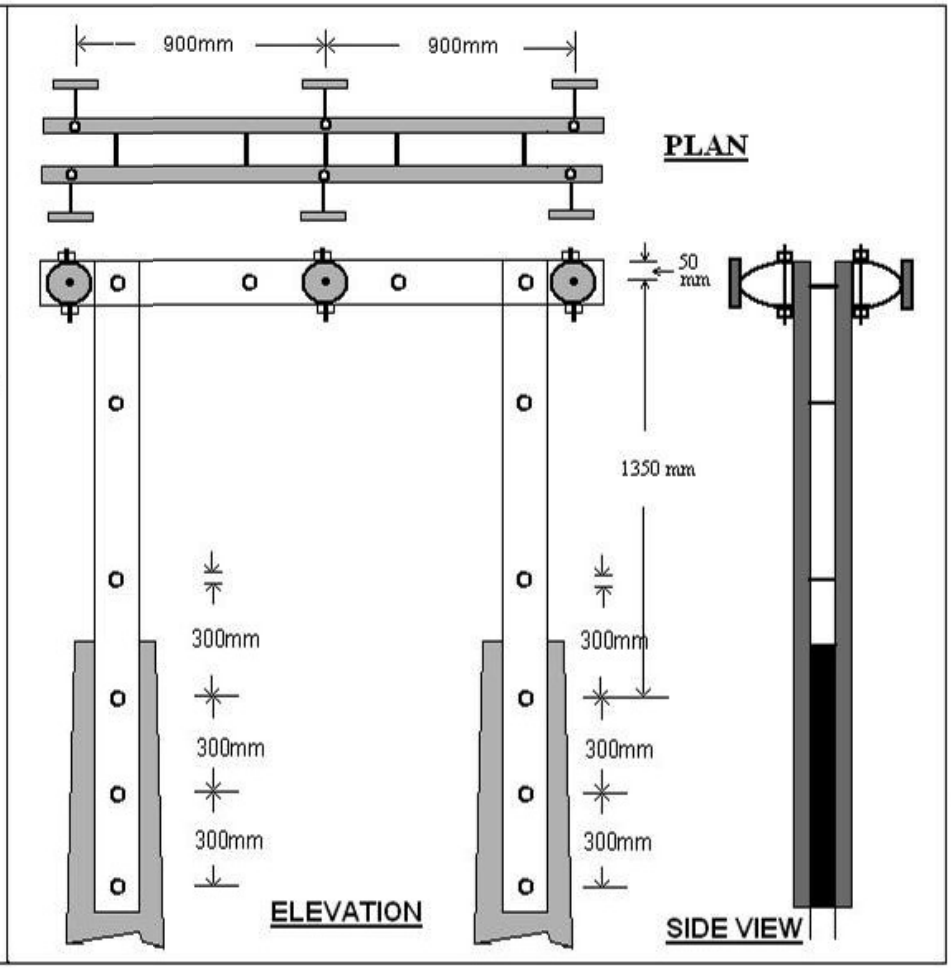




Note: Dimensions are not to scale.

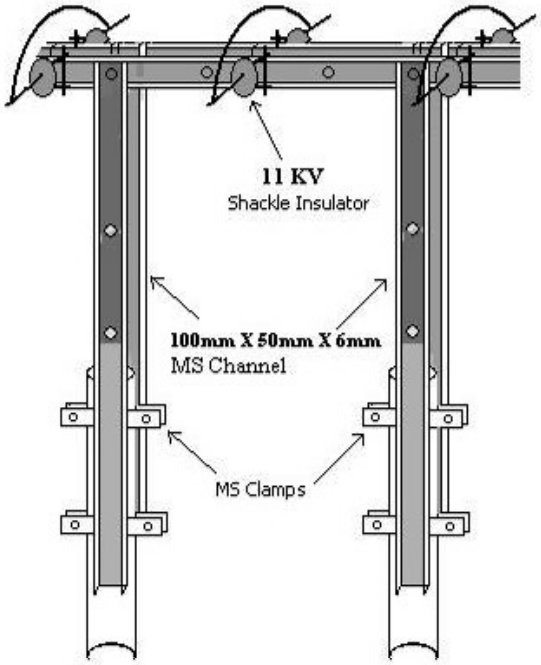
TITLE	Tubular Pole Extention of 11KV O/H Lines (Shackle Poles)
Drag.no.	ELE. RIG. O. H. 09B
OIL INDIA LIMITED	

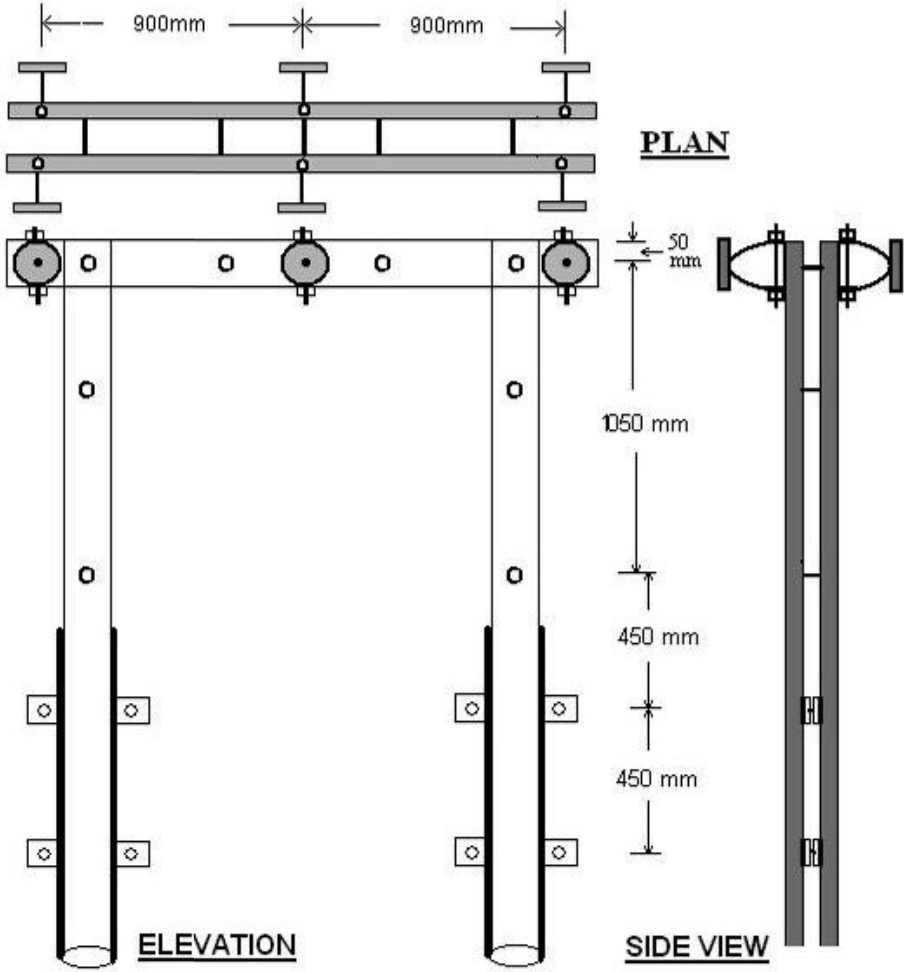




Note: Dimensions are not to scale.

TITLE	PCC Double Pole Extention of 11 KV O/H Lines (Shackle Pole)
Drag.no.	ELE. RIG. O. H. 09C
OIL INDIA LIMITED	





Note: Dimensions are not to scale.

TITLE	Tubular Double Pole Extention of 11KV O/H Lines (Shackle Pole)
Drag.no	ELE. RIG. O.H. 09D
OIL INDIA LIMITED	

SECTION-IV

BILL, UNIT AND QUANTITY: (BOQ)/SCHEDULE OF WORK, UNIT AND QUANTITY (SOQ)

Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations.

Item No.	Description of Services	UOM	Estimated Quantity
10	Supply and Erection of new 9 Mtr. Stepped tubular MS pole or PSC pole with associated jobs, for single phase two wire/three phase four wire LT overhead line	Nos. (Numbers)	30
20	Supply and Erection of new 9 Mtr. Stepped tubular GI pole with associated jobs, for single phase two wire/three phase four wire LT overhead line.	Nos. (Numbers)	80
30	Dismantling of Existing 9 Mtrs. stepped tubular MS/GI/PSC pole for single phase and neutral (two wire)/three phase and neutral (four wire) LT overhead line.	Nos. (Numbers)	80
40	Shifting/relocation of Existing 9 Mtr. stepped tubular MS pole for single phase and neutral (two wire)/ three phase and neutral (four wire) LT overhead line.	Nos. (Numbers)	9
50	Shifting/relocation of Existing 9 Mtr. Stepped tubular GI pole for single phase and neutral (two wire)/ three phase and neutral (four wire) LT overhead line.	Nos. (Numbers)	15
60	Shifting/relocation of Existing 9 Mtr. PSC pole for single phase and neutral (two wire)/three phase and neutral (four wire) LT overhead line.	Nos. (Numbers)	12
70	Extension of 9 Mtrs. stepped tubular MS/GI/PSC pole by additional fixture in case of single phase two wire, LT overhead line.	Nos. (Numbers)	100

80	Extension of 9 Mtrs. stepped tubular MS/GI/PSC pole by additional fixture in case of three phase 4 wire, LT overhead line.	Nos. (Numbers)	74
90	Extension of existing 9 to 12 Mtrs. stepped tubular MS/GI/PSC pole in case of single phase two wire/three phase 4 wire, LT and 11KV HT Composite overhead line.	Nos. (Numbers)	60
100	Extension of existing 9 to 12 Mtrs. Tubular MS/GI/PSC pin pole in case of 11KV HT overhead line.	Nos. (Numbers)	80
110	Extension of existing 9 to 12 Mtrs. Tubular MS/GI/PSC Single/ Shackle structure poles in case of 11KV HT overhead line.	Nos. (Numbers)	70
120	Dismantling of existing 12 Mtrs. Tubular MS/GI/PSC poles for 11KV HT overhead lines.	Nos. (Numbers)	12
130	Supply and erection of new 12 Mtrs. Stepped Tubular MS poles for 11KV HT overhead lines.	Nos. (Numbers)	13
140	Supply and erection of new 12 Mtrs. Stepped Tubular GI poles for 11KV HT overhead lines.	Nos. (Numbers)	20
150	Shifting/relocation of existing 12 Mtrs. Tubular MS pole in case of 11KV HT overhead lines.	Nos. (Numbers)	5
160	Shifting/relocation of existing 12 Mtrs. Tubular GI/PSC pole in case of 11KV HT overhead lines.	Nos. (Numbers)	12
170	Dismantling and erection of LT overhead lines/cables per span for single phase and neutral (two wire)/ three phase and neutral (four wire) LT overhead line.	Nos. (Numbers)	150
180	Dismantling and erection of HT overhead lines per span for 11KV HT overhead lines.	Nos. (Numbers)	150
190	Installation of stay wire complete with installation of stay rod assembly.	Nos. (Numbers)	84
200	Extension of existing LT pole with additional fixture to increase ground clearance of existing PVC service line by replacing to consumers premises.	Nos. (Numbers)	60

210	To increase ground clearance by replacing existing PVC service line (LT) to consumers premises with bamboo.	Nos. (Numbers)	48
220	Services of one Lineman along with one Helper for escorting OIL's equipment while transfer.	Nos. (Numbers)	240
230	Extension of existing LT pole with additional fixture to increase ground clearance of existing PVC service line/lines(bunch)(without replacing) to consumers premises.	Nos. (Numbers)	60
240	To increase ground clearance of existing PVC service line (without replacing) (BPL line) to consumers premises with bamboo.	Nos. (Numbers)	300

The rates quoted by the Contractor shall be deemed to include all applicable personnel costs as per prevailing statutory provisions and notifications issued by the Government from time to time, including the cost of PPE, overheads, handling charges, profit, insurance, medical expenses and all other incidental charges required for satisfactory execution of the services under the subject contract.

End of Section-IV (BOQ)

SERVICE LEVEL AGREEMENT (SLA)

[Only for acceptance; not to be filled and submitted. Shall be executed during Formal Agreement.]

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 SOW attached herewith for this purpose;

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 _____; and

WHEREAS, the Contractor has furnished to Company the performance security in the form of _____ for Rs. _____ (being 10% of annualized Contract value).

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

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

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

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

(a) Schedule of Work, quantities, Units & Rates;

Contd.....P/2

(b) General Terms & Conditions (GTC);
(c) Special Terms & Conditions (STC).

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 _____)**
Signature: _____	Signature: _____
Name: _____	Name: _____
Status: _____	Status: _____
In Presence of:	In Presence of:
1. _____	1. _____
2. _____	2. _____

End of SLA

PAYMENT TERMS

The following clauses shall supplement and/or amend the corresponding clauses under GeM GTC. Whenever there is a conflict, the provisions herein shall prevail over those in the GeM GTC:

Payment shall be made as per the following:

i) Payment shall be made on actuals and only upon satisfactory completion of the job, as certified by OIL's Engineer, against each job executed.

ii) Payment will be made up to 100% of the value of work done. Such payment shall be based on the actual work done allowing for any deviations and deductions. The measurement shall be checked and certified by the Company's authorised representative before any such payment is made.

iii) Running Accounts bills based on Bill of Quantity shall be prepared and submitted based on joint measurements (OIL and contractor). Periodicity of the RA bill will be 03 (three) months. Contractor shall ensure that bills are submitted promptly and timely.

iv) The Contractor must submit all Invoices through Vendor Invoice Management portal only via the following link https://vim.oilindia.in/velocious-portal-app/

All Invoices are to be addressed to,

CGM-Electrical (HoD)
Oil India Limited,
P.O. Duliajan-786602
Dist. Dibrugarh, Assam.
Phone No. 91-374- 280 6540
Email: pranati@oilindia.in

End of Payment Terms

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for **GEM Tender No. _____** for **'Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations'.**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 - Commitments of the Principal

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

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

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

3. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section: 2 - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

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

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Principal will enter into Pacts on identical terms with all bidders and contractors.

2. The Bidder/Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.

3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section: 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section: 8 - External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the Principal.

6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a Substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8. The word 'Monitor' would include both singular and plural.

9. In case of any complaints referred under IP Program, the role of IEMs is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP.

Section: 9 - Pact Duration

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

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

Section: 10 - Other provisions

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

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

3. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor (s).

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

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

End of IP

PROFORMA-I

BID FORM

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

Sub: Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations.

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the work/services in conformity with the said conditions of Contract and Terms of Reference for the sum quoted in the Price Bid Format or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will submit the Performance Security Deposit as specified in the tender document for the due performance of the Contract.

We agree to abide by this Bid for a period of **120 days** from the date of bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 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-III

PROFORMA LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Sir,

SUB: Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations.

I/We _____ confirm that Mr./Ms. _____ (Name and address) as authorised to represent us during bid opening on our behalf with you against **GeM Bid No.** _____ for **'Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations'.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-IV

PROFORMA LETTER OF AUTHORITY

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

Dear Sir,

SUB: Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations.

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 **GeM Bid No.** _____ for **'Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations'** 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

FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the said Bank this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of any of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

B. Controlling Office:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Witness _____

Address _____

_____
(Signature, Name and Address)

Date: _____

Place: _____

***** The Bidder should insert the amount of the guarantee in words and figures.

****** Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid/as specified in the Tender.

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-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

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-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 10% 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	For and on behalf of Contractor
Company (Oil India Limited)	(M/s _____)
Name:	Name:
Status:	Status:
In presence of	In presence of
1.	1.
2.	2.

PROFORMA-IX

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 - 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 5.0 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 reckoned from the Original Bid Closing Date.

PROFORMA-XI

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.	Bidder's name and address:	
2.	Submission of documents towards PP-LC as below: (a) The bidder must provide the **specific percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant. (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-XII**]. (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.	
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 as per 'Schedule of Quantities', 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 i) Bid Security submitted ii) Bid Security declaration submitted (in case of exemption).	
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 closing.	
9.	Whether Mobilization and Completion period of contract is complied?	
10.	Whether Integrity Pact submitted (if applicable)?	
11.	Confirm that quoted prices shall remain firm and fixed until completion of the contract, except as otherwise mentioned in the bid document.	
12.	Confirm that percentage of Local Content along with Certification of Incorporation and other relevant documents required under BEC Clause No. 2.0 has been submitted.	
13.	Confirm that you have submitted all documents as mentioned in the Tender/Annexures	
14.	Confirm acceptance to all terms & conditions of the Tender.	
15.	Confirm that all correspondence must be in English Language only.	
16.	Indicate Name & Contact No. (Telephone/Fax/E-mail) of person signing the bid.	Name: Contact No.: Fax: Email:
17.	Confirm that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
18.	Confirm that all Proformas and Appendices (1, 2 and 3) have	

	been duly filled, signed and submitted along with the bid.	
19.	Please indicate the following: (i) PAN No. (ii) GST Regn. No.	

Bidder confirms that in case of conflicting version of various terms & conditions at different places, the confirmation furnished as above shall be considered over-riding and final and any other deviation indicated elsewhere shall be treated as redundant.

Signature _____

Name _____

Designation _____

Office Stamp _____

PROFORMA-XII

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

We, _____ (Name of the bidder) have submitted Bid against **GeM Bid No.** _____ dated _____ for **'Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations'**.

We hereby undertake that we meet the mandatory minimum local content requirement as mandated by Ministry of Petroleum and Natural Gas, Government of India vide Notification No. FP-20013/2/2017-FP-PNG dated 17.11.2020 (or as amended from time to time). The percentage of Local Content is _____ %.

For and on behalf of _____

Authorized signatory _____

Name _____

Designation _____

Contact No. _____

PROFORMA – XIII

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

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

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

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

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

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

This guarantee is valid until the _____day of _____.

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

A. Issuing Bank:

   BANK FAX NO:

   BANK EMAIL ID:

   BANK TELEPHONE NO:

IFSC CODE OF THE BANK:

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

_____

Date: _____

Place: _____

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 No.) by the BG issuing Bank branch to HDFC Bank, Duliajan Branch, IFS Code – HDFC0002118; SWIFT Code - HDFCINBBCAL. Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 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 - XIV

UNDERTAKING BY VENDOR ON SUBMISSION OF BANK GUARANTEE

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

We, M/s..... are submitting the Bid Security/ Performance Security (strike out whichever not applicable) in favour of Oil India Limited, Duliajan in the form of bank guarantee bearing Reference No. .....for an amount of INR..... valid up to ..... as per terms and conditions of Tender/Contract No. .....

BG issuing bank details:

Bank: Branch: IFS Code:	
Contact Details E-mail Addresses:	Mobile No.: Telephone No.: Fax No.:
Correspondence Address H No/Street/City:	State: Country: Pin Code:

Declaration:

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

Authorized Signature: _____
Name: _____
Vendor Code: _____
Email ID: _____
Mobile No.: _____

Enclosure: Original bank guarantee

PROFORMA-XV

BID SECURITY DECLARATION

(to be submitted on Bidder's letter head)

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

I/We, the undersigned, declare that:

1.0 I/We understand that, according to your Tender conditions, bids must be supported by a 'Bid Security' in the form of a 'Bid-Security Declaration'.

2.0 I/We the undersigned hereby declare that if we withdraw or modify our Bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or we fail to–submit performance security before the deadline defined in the Tender document; we will be suspended for the period of two years. This suspension of two years shall be automatic without conducting any enquiry.

Name and Signature of
Authorized Signatory and Company Seal

PROFORMA-XVI

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

(To be stamped in accordance with the Stamp Act)

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

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company's) Tender No. _____ KNOW ALL MEN BY these presents that we _____ (Name & address of the "Insurer") _____ having our registered office at _____ (hereinafter called " Insurer "), its successors and assignees, unconditionally and irrevocably undertake to pay forthwith to the Company an amount of Rs. .....(Rupees ..... only) (hereinafter referred to as the "Surety Bond") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder shall fail to fulfil or comply with all or any of the conditions mentioned below or referred in the Tender document in this regard.

Any such written demand made by the Company stating that the Bidder is in default of the due and faithful fulfilment and compliance with the aforesaid conditions shall be final, conclusive and binding on the Surety Insurer.

SEALED with the said Insurer this ___ day of _____ 20_____

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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

1. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surely Insurer with any other person.

2. In order to give full effect to this Surety Bond, the Company shall be entitled to treat the Surety Insurer as the principal debtor.

3. The Surety Insurer declares that it has the power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

4. Notwithstanding anything contained herein:

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

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

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

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

Witness:	**Issuing Authority:**
.....	.....
(Signature)	(Signature of the Authorised Signatory)
.....	.....
(Name)	(Name)
.....	.....
(Designation & official address)	(Designation with Insurer Stamp)

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

PROFORMA-XVII

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.....

PROFORMA XVIII

PROFORMA FOR UNDERTAKING FROM THIRD PARTY INSPECTION AGENCY

(to be submitted on official letter head)

TO
M/s OIL INDIA LIMITED

Sir,

SUB: OIL's Tender No.....

M/s. _____ having registered office at _____ intend to participate in the above referred tender of OIL INDIA LIMITED.

The tender conditions stipulates that the bidder shall submit documents pertaining to Bid Evaluation Criteria (BEC), duly verified and certified by designated independent Third-Party Inspection Agency.

In this regard this is to certify that copies of documents pertaining to Bid Evaluation Criteria (BEC)/Bid Rejection Criteria (BRC) submitted to us by the bidder have been verified and certified by us with originals and found to be genuine and authentic. We have signed and stamped on the copies of all the verified and certified documents having ____nos. pages.

Note: In the event of any requirement, OIL reserves the right to ask the inspection agencies to verify the documents with source, if required at no extra cost to OIL.

Thanking you,

Authorised Person's Signature:_____

Name: _____

PROFORMA-XIX

Declaration by the vendor/party for confirmation of Term deposit/Fixed Deposit from the issuing bank

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

Sub: **Tender/Contract No. .....**

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

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bank:

PROFORMA-XX

MOBILIZATION COMPLETION CERIFICATE

(to be issued on completion of mobilization)

Ref. No. **Date:**

1.0 Contract No. & Date:

2.0 Letter of Award (LOA) with Ref. No. & Date:

3.0 Name of the Contractor:

4.0 Description of Services:

5.0 Mobilization Period:

6.0 Mobilization Notice with Ref. No. & Date:

7.0 Schedule Date of Completion of Mobilization:

8.0 Actual Date of Completion of Mobilization:

9.0 Any other information:

It is hereby certified that the above Mobilization activities have been completed in all respects in accordance with the scope, terms and conditions of the contract/ Mobilization Notice.

For OIL INDIA LIMITED,

(Signatory of User Department)

Signatory Name: .....

Designation: .....

Department: .....

SAFETY MEASURES

To,
GM-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602

SUB: SAFETY MEASURES

Description of service: **Hiring services for raising, shifting of LT/HT overhead lines at the ILM route/approach road/plinth location of Drilling & Workover locations.**

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:

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:

The Contractor shall adhere to following points while performing the works under this contract:

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

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

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

4.0 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.

5.0 Every person deployed by the Contractor must use appropriate PPEs (Personal Protective Equipment) to be provided by the Contractor. The Contractor shall provide Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company's PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness, Fall Prevention Devises (FPD) shall conform to relevant IS codes. Necessary supportive document shall have to be available at site as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may request to the Company (OIL) for providing the same. In case of exigency OIL will provide the safety items if available. However, in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. Contractor employees should be trained in the proper use and maintenance of PPE. In absence of appropriate PPEs, the representative of OIL has the right to stop the work which will be binding for the Contractor. Moreover, the accountability towards any delay in work/ penalty due non-adherence to PPE shall be binding to the Contractor.

6.0 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.

7.0 After receipt of the work order the Contractor shall have to submit authorized list of Contract Personnel, who will be engaged for the jobs including name of the Contractor's competent persons and every contact detail. No person shall be engaged in any job in a mine unless his competency has been assessed and approved by the OIL Engineer In Charge.

8.0 The Contractor should prevent the frequent change of his deployed employees as far as practicable. The Contractor shall not employ or terminate his worker without the knowledge of the OIL engineer in charge. However, if OIL Engineer In Charge found any person not appropriate 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.

9.0 OIL will communicate all information to the Contractor or his authorized representative only.

10.0 The Contractor shall have to report all incidents including near miss to the representative of OIL who shall be supervising the Contractor's work.

11.0 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.

12.0 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.

13.0 The Contractor have to ensure the quality and reliability of all the tools, equipment and instruments they use. The supporting documents relevant to prove the above should be submitted. Defective tools shall be immediately removed.

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

15.0 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.

16.0 The availability of First-Aid Fire Fighting equipment should be ensured by the Contractor at all working hours.

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

18.0 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.

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

(Seal) Yours Faithfully

Date_____
M/s_____ FOR & ON BEHALF OF CONTRACTOR

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

EXHIBIT–I

UNDERTAKING FOR WORKS INVOLVING POSSIBILITY OF SUB-CONTRACTIONG

Refer Clause No. 12.0 of the BEC/BRC/PQC

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India and on sub-contracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT–II

UNDERTAKING TOWARDS COMPLIANCE OF CLAUSE NO. 12.0 OF THE BEC/BRC/PQC

We, M/s _____, have read the clause regarding restrictions on procurement from a country which shares a land border with India, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

EXHIBIT–III

ADDITIONAL UNDERTAKING BY BIDDER IN CASES OF SPECIFIED TRANSFER OF TECHNONLOGY (ToT)
Refer Clause No. 12.0 of the BEC/BRC/PQC

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

OR

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

Yours faithfully,

For (type name of the firm here)

Signature of Authorized Signatory

Name:

Designation:

Phone No.

Place:

Date:

(Affix Seal of the Organization here, if applicable)

TECHNICAL EVALUATION SHEET FOR BEC

Bidder's Name: _____

Sl. No.	Clause No. of BEC/BRC	Description	Compliance		Bidder to indicate Relevant Page No. of their Bid to support the remarks/ compliance
			Yes	No	
1	**1.0**	**VITAL CRITERIA FOR BID ACCEPTANCE:** The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements shall have to be particularly met by the bidders without which the same shall be considered as non-responsive and rejected. All the documents related to BEC must be submitted along with the techno-commercial bid.			
2	**2.0**	**ELIGIBILITY CRITERIA:** **The bidder must be incorporated/registered in India and must maintain more than or equal to 20% local content (LC) for the offered services to be eligible to bid against this tender.** Regarding calculation of local content and submission of documents during bidding & execution of contracts, provision of **Public**			

		Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoP&NG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022 (including subsequent amendments thereof, if any), shall be applicable. If such local content is not maintained during execution of contract, OIL reserves the right to invoke the Performance Securities submitted by the bidding and supporting companies, in addition to resorting to other options as may be deemed appropriate. Whether or not the bidders want to avail PP-LC benefit against this tender, it is mandatory for them to meet the following at the bidding stage: (a) The bidder must provide the **specific percentage (%) of local content** in their bid, without which the bid shall be liable for rejection being non-compliant. (b) The Bidder shall submit an undertaking from the authorised signatory of bidder having the Power of Attorney along with the bid specifying the LC Percentage and such undertaking shall become a part of the contract, if awarded. [Format enclosed as **PROFORMA-XII**]. (c) Bidder to submit a copy of their Certificate of Incorporation/registration in India.			
3	**3.0**	**3.0 <u>TECHNICAL CRITERIA</u>:**			

		3.1 The bidder must have an Electrical Contractor's License for minimum 11KV, issued or recognized/endorsed by any State Electrical Licensing Board/Govt. Authorized Body. This Electrical Contractor's License must be valid as on original bid closing date. In support of the same, the Bidder must submit a copy of valid Electrical Contractor's License along with their bid. Further, the bidder shall submit an undertaking confirming that during execution of the subject contract, the Electrical Contractor's License shall be renewed upon expiry and maintained valid till completion of the contract. 3.2 Bidder must have experience of successfully executing/completing at least one **'SIMILAR WORK'** of value of minimum **Rs. 16,88,220.00** only, over the last seven (07) years reckoned from the original bid closing date in PSUs/Central Government/State Government Organization/Nationalized Banks/Public Limited Company, in India.			
4		**Notes to BEC Clause 3.0 above:** **A. 'SIMILAR WORK'** as mentioned above means: **Erection/dismantling/maintenance jobs of electrical distribution networks.** **B.** For proof of requisite experience (refer Clause No. 3.2 above), the following documents/photocopy (self-attested/attested) must be submitted along with the bid:			

		i) Contract document/LOI/LOA/WO showing details of work, AND ii) Job Completion Certificate issued by the end user/client in their official letter head duly sealed and signed showing: a) Gross value of job done b) Nature of jobs done and Work Order No./Contract No. c) Contract period and date of completion. OR SES (Service Entry Sheet)/Certificate of Payment (COP) issued by the company indicating the following: a) Work Order No./Contract No. b) Gross value of jobs done. c) Period of service d) Nature of service **C.** Only Letter of Intent (LOI)/Letter of Award (LOA) and/or Work Order(s), Job Completion certificates are not acceptable as evidence of experience. However, in case the requisite experience is against OIL's contract, the bidder shall only be required to categorically specify OIL's Contract No. **D.** Mere award of contract(s) shall not be counted towards experience. Successful completion of the awarded contract(s) to the extent of value, as stipulated respectively under Clause No. 3.2 shall			

		only be treated as acceptable experience. **E.** Following work experience shall also be taken into consideration: **(a)** If the prospective bidder is executing a contract in which work (as mentioned under Clause No. 3.2) is still running and the contract value executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC. **(b)** In case the start date of the requisite experience is beyond the prescribed 07 (seven) years reckoned from the original bid closing date, but completion is within the prescribed seven (07) years reckoned from the original bid closing date. In this case, the value of work done during the period falling within the last seven years must be equal to or more than the minimum prescribed value under Clause No. 3.2. **(c)** If the prospective bidder has executed a contract in which work (as mentioned under Clause No. 3.2) is a component of the contract. • In case the document submitted as per **Para B** above are not sufficient to establish the value/period of the work experience against **Para E** above, the bidder shall also have to submit the breakup of the works executed under such contract(s) clearly indicating the value/quantity/period of work (as mentioned under Clause No. 3.2) which should be certified by the end user or a certificate issued by a practicing Chartered/Cost Accountant Firm (with Membership Number & Firm Registration Number). **F.** Experience of executing work (as mentioned under Clause No. 3.2) through 'sub-contracting' shall not be considered for evaluation.			

		G. Work executed (as mentioned under Clause No. 3.2) by a bidder for its own organization/subsidiary cannot be considered as experience for the purpose of meeting BEC. **H.** Bid will be rejected if not accompanied with adequate documentary proof in support of work experience as mentioned in Para 3.2. **I.** Bidders submitting their bid based on the experience of their Technical Collaborator/Joint Venture/Parent/Subsidiary/Co subsidiary/Sister Subsidiary/ MOU with another party shall not be considered. Bids from Consortium, Joint Venture shall also not be considered. **J.** As a part of the job execution, bidder shall deploy personnel as per the specifications mentioned in Clause No. 15.0 of SOW. Further, the **Curriculum Vitae (CV)** of the proposed personnel(s) shall be submitted during the **mobilization period**. In line with the above, the bidder shall submit an **undertaking along with their bid** confirming the deployment of the specified personnel during the execution of the contract and the submission of their CVs during the mobilization period.			
5	**4.0**	**4.0 <u>MOBILIZATION PERIOD</u>**: The bidders must confirm their compliance in their "technical" bid to complete the mobilization within **30 (Thirty) days from the date of issuance of Mobilization Notice**. Offers without confirmation of stipulated mobilization time or with mobilization time more than **30**			

		(Thirty) days shall be summarily rejected. The bidder shall confirm compliance of this in their technical bid.			
6	**5.0**	**5.0 <u>FINANCIAL CRITERIA:</u>** 5.1 Annual Financial Turnover of the bidder during any of preceding 03 (Three) financial/accounting years from the original bid closing date should be at least **Rs. 10,13,000.00** only. 5.2 Net worth of the bidder must be Positive for the preceding financial/accounting year preceding the Original Bid Closing date. <u>Note:</u> i. Annual Financial Turnover of the bidder from operations shall mean: 'Aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company (bidder) during a financial year' as per the Companies Act, 2013 Section 2 (91). ii. 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.			

7		**<u>Notes to BEC Clause No. 5.0 above:</u>** a. For proof of Annual Turnover & Net worth, any one of the following documents/photocopies must be submitted along with the bid: (i) Financial Statements (Balance Sheet & Profit & Loss account **along with all the schedules/notes forming part of the Balance sheet & Profit and Loss Account**) audited by the auditors appointed under the statute like Companies Act etc. wherever applicable. In cases where the bidding/ supporting company (as applicable) are not required to prepare Audited Financial Statements as per the Law of the Land of the country of the bidding/supporting company as applicable, the bidder shall provide documentary evidence for the same along with a certificate from a practicing Chartered Accountant or equivalent to this effect. The bidder must also submit the financial statement as per the accounting standards of the country of the bidding/supporting company as the case may be, duly certified by the practicing-chartered accountant or equivalent. OR (ii) A certificate issued by a practicing Chartered/Cost Accountant (with Membership Number and Firm Registration Number), as per format prescribed in **PROFORMA-IX**. 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. 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 document mentioned under para **a.** and **b.** above. e. Bid shall be rejected if not accompanied with adequate documentary proof in support of Annual turnover and Net worth as mentioned in Para 5.1 & 5.2.			
8	**6.0**	**<u>COMMERCIAL EVALUATION CRITERIA:</u>**			

		6.1 The bids are to be submitted in single stage under Two 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. **There should not be any indication of price in the Technical bid; otherwise, the bid shall be rejected straightaway.** 6.2 **Bidders must fill the 'PRICE BIDDING FORMAT/FINANCIAL DOCUMENT' and compute all-inclusive (including GST) bid value. This all-inclusive (including GST) bid value is to be entered against the 'OFFER PRICE' field in the GeM portal. The duly filled 'PRICE BID/FINANCIAL DOCUMENT' in electronic form must be submitted by the bidders through GeM Portal only along with the Financial Bid. Any Financial Bid without the duly filled Price Bid shall be liable for rejection.] Bidder(s) should ensure that the Total Bid Price (including GST) in the GeM Portal is equal to the Total estimated contract cost (including GST) in PRICE BIDDING FORMAT.** **Note:** **a) The breakup of the quoted/offered price i.e., the duly filled Price Bid Format MUST NOT be uploaded with the technical bid; otherwise, the bid shall be rejected straightway.** **b) The total price entered in the GeM portal (inclusive GST) shall be used for ranking. In case of mismatch between the Total Price (inclusive GST) in the GeM Portal and the Total estimated contract cost (inclusive GST) in PRICE BIDDING FORMAT, then the**			

		Total Price (inclusive GST) in the GeM Portal shall prevail for award of contract. 6.3 The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above shall be treated as non-responsive and rejected. 6.4 **EMD/Bid Security:** Bid Security in original shall be furnished as a part of the Techno Commercial Un-priced Bid and shall reach the office of the CGM-Contracts, OIL, FHQ at Duliajan on or before **14:15 Hrs (IST)** on the bid closing/opening date. A scanned copy of the bid security shall however be uploaded along with the Technical Bid. The amount of Bid Security shall be as per the EMD/Bid Security amount mentioned in **"FORWARDING LETTER"** of the tender. Bid without proper & valid bid security shall be rejected. **Note:** For detailed procedure for submission of bid security and rejection criteria, please refer to **Clause No. 12.0 of ITB**. Exemption from submission of bid security shall be governed by GeM GTC. 6.5 Bid Documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the bid document has been issued. 6.6 Any bid received in the form of Physical document/Telex/Cable/Fax/E-mail shall not be accepted.			

		6.7 Bids shall be typed or written in indelible ink. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the authorized signatory. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected. 6.8 Any bid containing false statement shall be rejected and action shall be taken by Company as per Bid Document. 6.9 Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which the offer will be rejected: (i) Firm price (ii) Bid Securing Declaration (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee/Security deposit (vi) Delivery/Completion Schedule (vii) Scope of work (viii) Guarantee of material/work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration/Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact			

		6.10 There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid. 6.11 Bid received with validity of offer less than **120 (One Hundred Twenty) days** from bid opening date shall be rejected. 6.12 The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "**Integrity Pact**" of the tender document. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial 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 with digital signature will be construed that all pages of the Integrity Pact have been signed by the bidder's authorized signatory who sign the Bid. In the event of any dispute between the management and the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both parties are agreeable, they may try to settle dispute through mediation before the panel of 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. The fees/expenses on dispute resolution shall be equally shared by both parties. 6.13 Bidders should not be under liquidation/bankruptcy/undergoing any insolvency resolution process as on Bid Closing date. Further neither the Bidders nor any of any of its allied concerns/partners or			

		associates or directors or proprietors involved in any capacity should be under Holiday List/Banning List/Suspension List of OIL as on Bid Closing date. Bidders shall submit undertaking towards compliance of above as per the prescribed formats **(Appendix-1 & Appendix-2)** along with the bid. If any bidder declines to submit the above undertakings, their bids shall be liable for rejection. 6.14 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. 6.15 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.			
9	**7.0**	**PRICE EVALUATION CRITERIA**: 7.1 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be			

		responsive after subjecting to Evaluation Criteria mentioned above will be considered for Price Evaluation as per criteria given below. 7.2 The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. 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/parameter, as the case may be. 7.3 Bidders are required to quote for all the items as per Price Bid Format. In case the bidder does not quote against any of the line items, the total bid value shall be considered as inclusive of the cost of the service/item. If a bidder quotes total charges/consideration as NIL, the bid shall be treated as unresponsive and will not be considered. 7.4 The bidders are advised not to offer any discount/rebate separately and to offer their prices after considering discount/rebate, if any. 7.5 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. 7.6 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 quoted GST.			

		7.7 Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to the L-1 bidder. 7.8 In case of identical overall lowest offered rate by more than 01 (one) bidder, the selection shall be made in accordance with GeM GTC. 7.9 OIL shall 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. 7.10 Quoted unit rates against each Line Item of the price bidding format shall be considered only up to 2 decimal places without rounding off for evaluation. In case the unit rate against a line item is found blank, the cost of that particular service shall be considered as inclusive in the total offered price. 7.11 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. 7.12 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. 7.13 Price Bid uploaded without giving any details of the taxes			

		(Including rates and amounts) shall be considered as inclusive of all taxes including GST. 7.14 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.			
10	**8.0**	**GENERAL:** 8.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC. 8.2 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 shall 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 during mobilization phase of the contract. 8.3 Bidder must have P.F. & ESIC Registration. Documentary			

		evidence for the same should be submitted along with technical bid. OR In case bidder doesn't have P.F. & ESIC Registration at the time of bidding then the bidder shall have to submit an undertaking that they shall get registered with P.F. and ESIC Authority and shall produce the documentary evidence for the same during mobilization phase of the contract. 8.4 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer shall be evaluated based on the submission. Clarifications if decided to be sought at the option of Company, the same shall be limited to the original submissions only and no independent fresh submission shall be called for/permitted. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer. 8.5 If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, the clauses in the BEC/BRC shall prevail. 8.6 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise, Bids shall be rejected. 8.7 OIL shall 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. 8.8 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.			
11	**9.0**	**<u>PURCHASE PREFERENCE CLAUSE:</u>** Purchase Preference to Micro and Small Enterprises (MSE) falling within the price band of L1+15% and Purchase Preference Policy Linked with Local Content (PP-LC) falling within the price band of L1+20% shall be applicable to this tender. 9.1.1 **<u>Documentation required to be submitted by MSEs</u>:** Categorization and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. **CG-DL-E-26062020-220191 dated 26.06.2020** and Amendment vide Gazette Notification no. CG-**DL-E-16062021-227649 dated 16.06.2021** and **No. CG-DL-E-19012022-232763 dated 19.01.2022** and **CG-DL-E-06052022-235600 dated 06.05.2022** issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, and any amendment thereof. The bidder claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit Udyam Registration Number with Udyam Registration Certificate along with the technical bid for availing the benefits applicable to MSEs. However, in the GeM tenders, bidders to be necessarily guided by system requirements of GeM portal. Bidders to mandatorily get their MSE status verified through the GeM portal in order to avail the benefits applicable to MSEs. In cases where GeM portal does not distinctly display the bidder as MSE, the benefits applicable for purchase preference to MSEs shall not be extended to the bidder.			

		Note: i) In case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST/Woman entrepreneur should also be enclosed. ii) If L1 is non-MSE, the purchase preference for price matching shall be given to MSEs falling within the price band of L1+15% in the following order of preference: 1. SC/ST Women-owned MSEs 2. SC/ST owned MSEs 3. Women-owned MSEs 4. Other MSEs All other guidelines issued in respect of benefits to MSEs shall prevail. Bidder claiming above relaxation/exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid closing date. 9.1.2 **PURCHASE PREFERENCE POLICY (LINKED WITH LOCAL CONTENT) (PP-LC):** Purchase preference under Public Procurement (Preference to Make in India) Order, 2017 of Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India as revised vide Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 (and as amended time to time) with modifications as notified vide MoPNG Order No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26th April 2022, shall be applicable in this tender. Bidders to check the provisions of the Order for their eligibility to bid and seek benefits for			

		Purchase preference, accordingly. The margin of purchase preference shall be 20%. 9.1.3 Contract shall be awarded for the entire scope of work under this tender subject to concurrent application of Public Procurement Policy for MSE Order 2012 and PP(MII) Order 2017 as per Order No. F.1/4/2021-PPD dated 18.05.2023 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India and any subsequent amendment thereto. **Note: Services under this tender is not splitable.**			
12	**10.0**	**DOCUMENT AUTHENTICITY UNDERTAKING:** Bidders should note that Company (OIL) may verify authenticity of all the documents/certificates/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract besides taking action as per OIL's Banning Policy dated 6th January 2017 revised on 17.03.2023, available in the OIL's website. Accordingly, service provider/vendor to submit the Undertaking of authenticity of information/documents submitted as per **Proforma-VII**.			
13	**11.0**	**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.			
14	**12.0**	Bidders should submit an undertaking that their bid is compliant to Order No. F. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of			

		Finance, Department of Expenditure, Public Procurement Division, Govt. of India (including subsequent amendments thereto, if any), regarding restrictions on procurement from a bidder of a country which shares land border with India. In this regard, bidders must submit duly sealed & signed undertaking as per format provided vide **Exhibit-I, Exhibit-II** and **Exhibit-III** along with the technical bid.			