



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI 5463L18

Architectural and Engineering consultancy services for planning, designing OIL Center of Excellence for Energy Studies (CoEES) Building at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O.UdayanVihar- 781171, Guwahati, ASSAM

OIL INDIA LIMITED (OIL) invites Bids through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services under **Single Stage TWO BID** system on limited tender basis.

1.0 IFB No.	CGI5463L18
Service Requirement	Architectural and Engineering consultancy services for planning, designing OIL Center of Excellence for Energy Studies (CoEES) Building at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.
Cost of Bid Document	NIL
Bid Security(EMD)	₹ 7.0 (Seven) Lakh
Period of Sale of Bid Document/Issue of User ID & Password	As per online data
Bid Closing /Opening Date & Time	As per online data

2.0 ~~For participation, Cost of Bid Document (Non Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and payable at Guwahati, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the Office of CM-Contracts, Contracts section, Pipeline Head Quarter, Oil India Limited, P.O. Udayan Vihar, Assam-781171 within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.~~

Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E-procurement portal.

2.1 ~~In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:~~

"Application & Tender Fees, IFB No.: CGI2093P17

Description of Services: "Hiring the services of Project Management Consultant(PMC) for complete management of

"Pipeline Rehabilitation Project Phase I" of 575 Km."

2.2 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii)

Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.

- 2.3 No physical Bid documents will be provided. ~~On receipt of requisite Bid Document Cost (in case Cost of Bid Document is submitted in the form of Demand Draft / Banker's Cheque),~~ USER_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for bid documents as mentioned in 2.2(i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

3.0 EXEMPTION OF TENDER FEE:

- 3.1 ~~If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries 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 Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.~~

- 3.2 ~~Public Sector Units (PSU) are also exempted from payment of tender fee.~~

- 3.3 ~~Application for exemption of Tender Fee as indicated under Para 3.1 & 3.2 above should reach the office of CM Contracts, Contracts Section, Pipeline Head Quarter, Oil India Limited, Guwahati-781171 (Assam) within the bid selling period~~

- 4.0 The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com. The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com

Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL's website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE TWO BID System** through its e-Procurement site on limited tender basis.

DESCRIPTION OF WORK/ SERVICE:

Architectural and Engineering consultancy services for planning, designing OIL Center of Excellence for Energy Studies (CoEES) Building at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.

IFB NO:	CGI5463L18
Type of IFB:	Single Stage TWO BID System
Location:	Pipeline Head Quarter, Oil India Ltd, Narangi, Guwahati
Contract Period:	3 years
Mobilisation Period:	7 days from the date of issue of LOA.
Technical Bid Closing/ Opening Date & Time:	As per online data
Price Bid Opening Date & Time:	As per online data
Bid Submission Mode:	Bid should be submitted online in OIL's E-Procurement Portal
Bid Form Submission:	Bid Form Proforma-I to be submitted along with Technical Bid without indicating the price
Bid Opening Place:	Office of the CM-Contracts, Oil India Limited, Guwahati- 781171, Assam
Bid Validity:	120 days from Bid opening Date
Bid Security Amount:	Rs. 7,00,000.00 (Rupees Seven lakh) only.
Amount Of Performance Security:	NIL
Validity of Performance Security:	Not applicable

- a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No._____dated_____ of_____

Original hard copy of (a) (In case of Bidders submitting Bid Security in the form of Bank Draft/Banker cheque/Bank Guarantee) should reach the office of CM-CONTRACTS on or before 14.00 Hrs (IST) on the bid

closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of Bid security/EMD invoice(In case of Bid security submitted online) should also be uploaded along with the Un-priced Techno-commercial bid documents.

- b) ~~Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 10% of Annualised Contract Value** and this will not earn any interest.~~

- 2.0 (a) SEALED ENVELOPES containing the **Bid Security, Printed catalogue and Literature, if called for in the tender** shall be marked with the above IFB Number and description of work and submitted in the office of :

**CM-CONTRACTS
CONTRACTS SECTION, PHQ
OIL INDIA LIMITED
GUWAHATI- 781171, ASSAM.**

All bidders (except those exempted) shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (In case of Bank Guarantee, the same should be valid for minimum 150 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at Guwahati or it can be paid through the online payment Gateway against this Tender.** This Bid Security 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. 6(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

- 2.0 (b) **Exemption from submission of Bid Security:**

- (i) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.
- (ii) If the bidder is a Micro or Small Enterprises (MSE) 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, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.
- (iii) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who

has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

- 3.0 **Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same day at/after 02:00 PM (IST) at Office of the CM-Contracts in presence of authorized representative of the bidder.**
- 4.0 All the Bids must be Digitally Signed using "Class 3" digital certificate [Organization] (e-commerce application) only as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The bid signed using other than "Class 3" digital certificate, will be liable for rejection. Please note Encryption certificate is also required along with Digital Certificate Class III [Organization] in order to submit bid in system . Please refer "Guideline to Bidder for participating in OIL"
- 5.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.
- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- 7.0 Conditional bids are liable to be rejected at the discretion of the Company.
- 8.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased/issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced bid documents.
- 8.1 In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST and Central Excise Registration Certificate.
- 8.2 In case of HUF, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST and Central Excise Registration Certificate.

- 8.3 In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST Registration Certificate.
- 8.4 In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST Registration Certificate.
- 8.5 In case of Societies registered under the Societies Registration Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies of GST Registration Certificate.
- 8.6 In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone (Landline Bill)/Electricity/PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST Registration Certificate.
- 8.7 In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST Registration Certificate.
- 9.0 The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.
- 10.0 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 liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.
- 11.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

- ~~12.0 **The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract.** The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Performance Security Money shall not earn any interest.~~
- 13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- 14.0 **BACKING OUT BY H-1 (Highest Scorer) BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder ~~or Performance Security is not submitted~~ as per terms of the Contract within the stipulated time, **Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.**
- 15.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidder should note that the documents/information submitted by the bidders(s) against the tender are presumed to be genuine, authentic and true copy of the originals. In case at any stage of tendering process or during execution of contract or after expiry of contract, if it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the company shall immediately reject the bid of such bidder(s) or cancel /terminate the contract, as the case may be and the Bid Security/~~Performance Security~~ shall be forfeited. Also the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of issuance of debarment notice, besides legal action.
- 16.0 **The tender will be governed by:**
Forwarding Letter.
Instruction to Bidders
BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.
Part -I - General Conditions of Contract. (GCC)
Part - II - Schedule of Work, Unit and Quantity (SOQ)
Part - III - Special Conditions of Contract (SCC)
Part-IV- Payment Terms
Part-V-Schedule of company's Plants, Materials and Equipments-
Part-VI- Owner's Drawing and Data
Part-VII- Safety Measures (SM)
Part-VIII- Integrity Pact - Applicable for this IFB
Price Bid Format
Proforma and Annexures

- 17.0 **The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VIII Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.

(Note: Following person has been appointed as Independent External Monitor:

a. SHRI RAJIV MATHUR, IPS (Retd.),
E-Mail ID: rajivmathur23@gmail.com)

b. SHRI SATYANANDA MISHRA, IAS(RETD.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India
E-mail: satyanandamishra@hotmail.com

18.0 SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :

To participate in OIL’s E-procurement tender, bidders should have a legally valid digital certificate of Class 3 with Organizations Name as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on Guest login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the USER ID for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL’s e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms (Bid document, Integrity Pact, Proforma, Annexure) and supporting documents are to be submitted through OIL’s E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to: The C.M. (Contracts), Pipeline Head Quarter, Oil India Limited, Guwahati- 781171, ASSAM

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

Please note Encryption certificate is also required along with Digital Certificate Class III [Organization in order to submit bid in system . Please refer “Guideline to Bidder for participating in OIL”

- 19.0 The tender is invited under SINGLE STAGE TWO BID SYSTEM. The bidder has to submit the “Un-Priced Techno-Commercial” and “Price-Bid” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall be quoted as specified in the “PRICE BID FORMAT” and to be attached as attachment under the Notes & attachment tab. **The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.**

Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

Notes and Attachments	→ Only Price Details Should Be Uploaded
Technical attachments	→ All technical bid documents except price details

Please do refer “**NEW INSTRUCTION TO BIDDER FOR SUBMISSION**” for the above two points and also please refer “ **New Vendor Manual (effective 12.0.2017)** ” available in the login Page of the OIL’s E-tender Portal.

Regarding new bid submission procedure (effective from 12.04.2017 onwards), please refer new vendor manual available in OIL's E-tender Site:



Oil India Limited e-Procurement

User ID *

Password *

Logon Problems? [Get Support](#)

[Supplier Enlistment for E-Tender](#)

[Important Note for New Portal Users:](#)

[Click here to View Compatibility Settings](#)

[General Guidelines to bidders](#)

[Click for User Manuals](#)

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[Click for Terms of use, Privacy Policy, Refund Policy Docs](#)

Click here for the New Manual & Instruction

Notes :

- * The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details **except the prices.**
- ** The "Price bid" must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Sign. On Signing a new file with extension .SIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.
- 8.0 Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Chief Manager (Contracts)
for General Manager (PLS)

INSTRUCTIONS TO BIDDERS

1.0 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 BIDDING DOCUMENTS

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

- a) A forwarding letter highlighting the following points
 - (i) Company's IFB No.
 - (ii) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria
- d) General Conditions of Contract (Part-I)
- e) Schedule of Work, Unit, Quantities, Rates and Prices (Part- II-SOQ)
- f) Special Conditions of Contract (Part-III-SCC)
- g) Payment Terms (Part IV)
- h) Schedule of company's Plants, Materials and Equipment -(Part-V)
- i) Owner's Drawing & Data -(Part-VI)
- j) Safety Measures (Part-VII-SM)
- k) Integrity Pact- (Part-VIII)
- l) Price Bid Format
- m) Proforma & Annexure.

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

3.0 TRANSFERABILITY OF BID DOCUMENTS :

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

3.2 Unsolicited offers will not be considered and will be rejected straightway.

4.0 AMENDMENT OF BIDDING DOCUMENTS:

- 4.1 At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of an Addendum.
- 4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

5.0 PREPARATION OF BIDS

- 5.1 LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.
- 5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

7.0 BID PRICE:

- 7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.
- 7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.
- 7.3 Bidder shall be deemed to have satisfied himself before submitting his 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.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 120 days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

Bidder is responsible for ensuring the validity of digital signature and it's proper usage by their employees.

11.2 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the

cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

11.3 Timely submission of the bids is the responsibility of the Bidder should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

11.4 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

11.5 Bidder shall submit the Bid, duly completed in terms of the Bid Document.

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

14.2 No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

- 14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 **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. However, the bidder whose bid has been received within the bid closing date and time will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

16.0 **BID OPENING AND EVALUATION:**

- 16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) 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. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**
- 16.2 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.
- 16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.
- 16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above
- 16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

- 16.6 To assist in the examination, evaluation and comparison of bids, 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 at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 16.7 Prior to the detailed evaluation, OIL will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the bidding 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. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 16.8 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 16.9 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 17.0 **EVALUATION AND COMPARISON OF BIDS:**
- 17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.
- 17.2 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.

18.0 CONTACTING THE COMPANY:

- 18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL 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 OIL vide sub-clause 16.6.
- 18.2 An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

19.0 AWARD CRITERIA:

OIL will award the Contract to the successful Bidder whose bid has been determined as the bidder obtaining highest mark in the evaluation process of both the technical bid (concept design) and commercial bid combined together as explained in succeeding para.

20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

OIL 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 there by incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for OIL's action.

21.0 NOTIFICATION OF AWARD:

- 21.1 Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 21.2 The notification of award will constitute the formation of the Contract.

22.0 SIGNING OF CONTRACT:

- 22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.
- 22.2 Within 2(Two) Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

23.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

24.0 **BID DOCUMENT:**

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 to be executed under this contract.

25.0 **MOBILIZATION PERIOD: 7 days** from the date of issue of LOA.

26.0 **SITE VISIT:**

The Bidder, at the Bidder's own cost, responsibility and risk is encouraged to visit and examine the site of work and its surroundings, understand the logistics and obtain all information that may be necessary for preparing the Bid and entering into a Contract for the required services/work. The Contractor shall be deemed prior to Pre-Bid Conference & submitting their Bid to have:

- a) Inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;
- b) Satisfied itself as to the nature of the work and materials necessary for the execution of the Works;
- c) Satisfied itself as to the circumstances at the Site, including, without limitation, the ground and sub-soil, the form and nature of the Site and the climate and hydrological conditions of the Site;
- d) Satisfied itself as to the means of communication with and access to & through the Site, the accommodation it may require and the precautions and the times and methods of working;
- e) Obtained for itself all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the Contract price and its obligations under the Contract;

- f) Satisfied itself with all the Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bid Document.
- g) Ascertained the general labour position at the Site and have understood the cost associated with engagement of the labours.

BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER**BID EVALUATION CRITERIA (BEC):****Sub: BEC/ BRC for Consultancy Services for proposed CoEES Building to be constructed at PHQ, Narangi.****1.0 Project Background:**

Oil India Ltd (OIL) proposes to setup an office for housing the OIL **Center of Excellence for Energy Studies (CoEES)** at Guwahati on a plot of land within the OIL Pipeline HQ Township at Narangi in Guwahati. The total area of the plot is around 11000 sqm.

1.1 Basic Requirements

- a) Plinth area 2000 sqm
- b) No of Floors-4(GF+3) with total floor area of 8000 sqm with provision for another three floors in future
- c) Main requirements against each floor:
 1. **Ground Floor:** For common minimum facilities like Auditorium(150 capacity) , Conference room(100 people capacity) , Cafeteria(100 capacity), reception, Security facilities, first aid room and office space for officers as well as staff , visitor's waiting room etc.
 2. **1st Floor:** Geochemical lab(minimum 360 sqm), EOR Lab(minimum 360 sqm), Petrography Lab(minimum 100 sqm), Office rooms , office cubical, library , mini conference room, Battery Room , Store/ record keeping room , visitor's/ rest room , Mini conference room etc.
 3. **2nd Floor:** Director's room with all facilities- 2 Nos, Officer's room- 15, Work stations-15, office cubical- 30, Gymnasium, visitor's room, Video conference room, Mini Conference room, Change room with attached wash room, , UPS- Battery room, Server room, Tea Room, Store/ record keeping room, Housekeeping and other service room Etc.
 4. **3rd Floor:** The 3rd floor shall be built to provide office spaces for various project teams as per their requirement
 5. **4th and 5th Floor:** Only provision shall be kept for future vertical expansion while designing the foundations as well as other structures and services

Note: OIL at its discretion may require construction of 4th and 5 th floor along with the other floors below considering the cost and other requirements.

- d) Space for housing services, Car parking, Cylinder room, stairs, lift etc. as per requirement and design.
- e) The design of the building shall be aesthetically appealing and complete with all services and functions. The building shall be designed as Green Building leading to minimum 3(Three) star GRIHA rating with other

facilities like Building automation, over all energy efficient, modular architectural design with access control and Intelligent building management system, flexibility to accommodate change/modification if required in future, LAN, Communication and Audio Visual facilities, acoustics, , Facilities for Differently able persons, rain water harvesting and use of solar energy etc. shall be incorporated in the design conforming all regulations.

2.0 In line with the above, OIL plans to line up Consultant through this tender who shall assist us in Planning, Design & Drawings, estimation, tendering, bid evaluation & selection of party, inspection, job quality , Project management, Commissioning etc. The consultant is being lined up to provide with the latest trends and technologies, sources, options, benchmarks in the most precise, comprehensive , energy efficient and analytical manner so as to select the best-suited technologies for the proposed CoEES office building. The scope of work also includes the following:

2.1 Scope of work:

Space Planning and Comprehensive Architectural and Engineering consultancy for preparation of the architectural design, including interior design architecture , landscape architecture , site development, designing of all required infrastructure and services including internal services (water supply, sanitary, drainage, electrical installation) and external services like street light, landscaping, road furniture, security system, rain water harvesting, etc. ,preparation of working drawings, Bill of quantities and necessary tender paper, obtaining the permission of local and statutory authorities wherever needed, periodical supervision during construction of the project, including obtaining completion certificate from appropriate authorities and incorporating in design other building facilities as per requirement etc. complete including all necessary work for obtaining minimum 3 star rating.

Note: 1

The topographical survey/contouring shall be carried out by OIL and necessary details (site map and contour map) will be provided to the consultant.

Note-2

The consultant on its own shall carry out soil investigation of the site to establish the soil characteristics and other parameters required for the foundation design and submit test report to OIL. The cost incurred for the same shall be included in their quoted/negotiated rate. The consultant shall also provide detailed plan and Bill of Quantity (BOQ) for Soil investigations to OIL. The soil investigation if necessary may additionally be also carried out by OIL at its own cost and subsequently share the report with the consultant for their use in carrying out structural design.

The scope of Architectural & engineering consultancy services envisaged for the project shall be as under:

2.1.1 Scrutiny of the site plan and contour and other drawings and visit to the site and taking note of client's requirement.

2.1.2 Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs.

2.1.3 Space planning and Prepare conceptual designs with reference to OIL requirements and rough cost estimate on the plinth area basis as per of CPWD norms.

2.1.4 Preparation of preliminary drawings as per the requirements and to the satisfaction of OIL.

2.1.5 Obtaining all necessary building approvals/ completion certificate etc. from local authorities (GMDA, GMC etc) and other statutory bodies as required.

2.1.6 Detailed design/drawing for development of the project.

2.1.7 Design and drawings for:

- a. Buildings including interior, acoustics wherever required.
- b. Graphic Design and Signage, Landscaping.
- c. Structural Designs,
- d. Sanitary, Plumbing, Drainage, Water Supply, Sewage disposal and STP (Sewage Treatment plan), Rainwater harvesting etc.
- e. Electrical, Electronic, Communication Systems, public address systems, power supply system etc.
- f. Heating, Ventilation and Air Conditioning design.
- g. Fire detection, Fire protection and Security Systems etc.
- h. Lift, escalator and other mechanical requirements
- i. Any other works related to the buildings as well as other services as required for safe occupation of the buildings and operation of the institute.
- j. Prepare and issue working drawings and details for proper execution of work during construction.
- k. Modify the designs incorporating changes as required during the course of execution.
- l. Preparing as built drawings of building and services after completion of work

2.1.8 Carrying out necessary soil testing by the architect/ consultant of their own to establish the soil characteristics and other parameters required for the foundation design and Providing BOQ for soil testing to OIL,

2.1.9 Prepare detailed estimate for all the civil, electrical, mechanical and other related work, finalize specifications, assist OIL in preparation of tender paper and entire tendering process if required.

2.1.10 Prepare and submit working drawings

2.1.11 Periodic inspection and evaluation of Constructions works with reference to design and drawings.

2.1.12 Visit the site of work at regular intervals and where necessary clarify, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance to design and render advice on actions, if required.

2.1.13 Prepare and submit completion reports and drawings for the project as required and obtain “NOC/Completion/Occupancy Certificate” from statutory authorities, wherever required.

2.1.14 Issue of as built drawings including services and structures.

2.1.15 A 3 – dimensional Models of the Architectural plan in the scale of 1:200 with necessary glass cover and stand etc. complete

2.1.16 Incorporating acoustics, green building concept, energy efficient building, communication design, intelligent building concept, rain water harvesting, solar power use etc. in the building design.

2.1.17 Any other requirement for the building and area around but not particularly mentioned above.

2.1.18 Design of utilization of solar energy to the extent possible in the entire campus.

2.1.19 Green Building Design

The consultant has to design and develop a Green building Design as per GRIHA- the National Rating System, developed by TERI (The Energy and Resources Institute) and endorsed by the MNRE (Ministry of New and Renewable Energy) and assist OIL/ Project team in applying for necessary registration and obtaining appropriate Green Building certification for the building including providing necessary drawings, calculations, Cut sheets, specification sheets, commercial brochures, bill of quantities ,photographs, certificates and other required information, carrying out required data analysis etc. **Nothing extra shall be paid on this account to the consultant. However, the registration and other fee, cost of sample testing, cost of external auditors etc. payable in connection with obtaining the certification, shall be paid by OIL to the concerning organizations/ persons**

The above includes;

- a) Expression of Interest by registration of the Project through the GRIHA website and subsequently assisting the project team in applying for formal registration and filling up compliance documents. The consultant shall also provide the required document including additional document or changes after vetting by GRIHA experts in the entire process of obtaining required GRIHA rating.
- b) Adopting an integrated design approach for Planning and designing all building systems, site, and building envelop, integration of renewable energy source to generate energy on site, water and waste management, rain water harvesting, selection of material, indoor environment, any other technology etc. taking into account the the provisions of the National Building Code 2005;the Energy Conservation Building Code 2007 announced by BEE (Bureau of Energy Efficiency)and other IS codes for fulfilment of compliance under respective GRIHA criteria.
- c) Providing all necessary drawings, test reports, certificates, photographs and other documents, data, Analysis report, sound audit report etc. as required by Association for Development and Research of Sustainable Habitats (ADaRSH)/ GRIHA secretariat for necessary registration and certification and also assisting the project team for sending expression of interest and applying for and obtaining GRIHA Pre- certification as well as appropriate GRIHA rating (Minimum 3 star rating)
- d) Carry out Computer Based GRIHA Green Certification related Energy Analysis and documentation of the whole Building and its components for GRIHA Rating which shall also include Whole Building Analysis for Energy Performance, Climatic Comfort & ECBC compliance, Analysis for Day lighting and Artificial Lighting etc. The work shall also include Site Planning & Water Management, Working with project team to achieve minimum 3 star GRIHA rating, Measurement and Verification (through a BEE accredited auditor), Preparation of 3 D virtual model of the entire structure, Coordination among the architectural, services and structural

design, mitigation of all discrepancies and all other factors to be considered while designing, coordinating and obtaining appropriate rating for proposed green building .

- e) Taking responsibility for fulfilment of all compliance under respective GRIHA criteria during all the stages of project execution and finally obtaining minimum 3 Star GRIHA rating.
- f) Ensure that the data provided during the registration phase corresponds with the actual audit on the energy, water and waste, noise etc. to be done by competent authorities within next 2 years after occupation.

2.1.20 Intelligent building management system:

For controlling various building management systems and services, considerably improving their functionality and overall performance and integrating them into an enhanced IT infrastructure which shall be easy and cost effective to operate and maintain. Use of the intelligent building management system should results in lowering the operational costs and increased energy savings through automated energy conservation features. This included Motion sensors which can register when an area is unoccupied and turn off the lights and lower the temperature; monitoring cleaning /security crews using passive RFID as they check in, and lights automatically turned on and off as they work through various areas of the building, allowing users to adjust the HVAC settings of the building over their smartphone or tablet so the desired temperature is achieved by the time they arrive, monitoring performance and device failures in all systems, and provides malfunction alarms to building maintenance staff, access control etc.

2.1.21 Designing other systems like Rain water harvesting, communication design, sanitation system, water management system, harnessing and utilizing solar energy etc. as per guidelines and regulations

2.1.22 Designing all facilities to ensure accessibility and usability of the building and its facilities by employees, visitors, and clients with disabilities as recommended in NBC.

3.0 Schedule of Services.

Preliminary Stage

A. Preliminary Concept Report:

The Consultant shall

- a) Ascertain OIL's requirement and determine the detailed space requirement and carryout out necessary space planning for the proposed building.
- b) Express interest of registering the project for GRIHA rating, by filling in the project registration form with project details and submit to ADaRSH (GRIHA secretariat).
- c) After examining all the aspects including site constrains/ potentials the consultant shall prepare a site evaluation and analysis report with basic approach to circulation, activity, distribution and interaction and external linkage. pedestrian / vehicular movement and parking, services and their interconnectivity, Architectural controls/ guidelines, Landscape Architecture, Architectural Conservation Graphic Design and Signage and Site Development including external Engineering Services and related buildings / structures; Roads, pathways, boundary walls, gates, STP, water reservoir, etc.

d) In addition the Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services to be identified.

e) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firms/Consultant should submit the design and modify it if considered necessary by the OIL.

f) Prepare plinth area rate estimate as per CPWD norms. The estimate shall also include the non-schedule items on prevailing market rate along with justification, specification.

g) Obtain the approval of the OIL of above and supply 6 copies of approved site plan (Layout Plan).

h) The consultant shall prepare and give presentations on the schemes as and when required by OIL and shall incorporate the changes desired by OIL without any extra cost.

B. Preliminary Planning:

a) Preliminary planning of all buildings including interiors and internal and external utility services like water supply, sewerage, storm water drainage, electrical, street/compound lighting, site development, landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system and Fire Detection and Fire Protection system etc. indicating scope, specifications and costs separately of such sub-head.

b) Prepare the DPR covering the following:

i) Detailed Architectural, structural, & flowchart drawings.

ii) **The Structural design details shall be got proof checked by Consultant, if so ordered by Local Municipal Corporation Authorities or by OIL, from any State/Central Govt. IITs/NITs/Institution, approved by OIL.** The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re-submit the design and drawing. **Fees of proof checking by institution/agency shall be reimbursed on actual basis by OIL**

iii) Detailed specifications of each work.

iv) Preliminary estimate: All estimates shall be prepared on the basis of Central/state schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted. The consultant shall supply six copies of the same with the preliminary drawings to OIL.

c) Submit market rate analysis for Non Schedule Items supported with Quotations.

d) Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.

e) Obtain the approval of layout plan & drawing from the competent authority statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to the OIL. **Any statutory fee payable to local bodies for approval of the plans shall be borne by OIL and payment will be made against documentary evidence.**

f) The consultant will incorporate eco-friendly building materials, energy efficient equipment & fixtures etc. as per prevailing government rules.

h) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt. / Authorities/OIL/ State/Central Govt. and shall take their concurrence on all the observations.

i) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with OIL /local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. authorities/State/OIL/Central Govt. or any other agency, as and when required.

j) Provide a bar chart of various activities pertaining to the planning, execution and completion of the entire project including a network diagram of activities showing the critical path. The consultant shall periodically update the data and provide necessary updated report to OIL regarding the trend of the project.

II Working Drawing Stage:

Preparation of detailed working drawings with details incorporating services and schedule of quantities. This will include:

a) Preparation of working and detailed architectural and structural drawings and detailed estimate as per the latest CPWD(DSR) or any other Standard Schedule of Rates (SOR) for civil work, electrical works and CPWD specifications for civil works, General specifications for electrical work(Internal, External, Lifts, Substation, HVAC works, DG sets etc.), including internal and external utility services, telecommunications, site development, landscaping, Rain water harvesting, development plans with roads, paths, parks, paved areas, drains, culverts, compound walls along with details of quantities (Bill of quantities), supporting calculations and details of structural design for whole of the work or in part of to facilitate call of tender in stages by OIL/ Society. For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

b) Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and POL.

c) Obtaining approval of local authorities, if any, and make changes required by them

d) Preparation of the Tender Documents/ Tender Drawings comprising BOQ/Estimates, particular specifications etc. as required by OIL for necessary tendering work.

e) Preparation & submission of adequate no. of Detailed Designs calculations/ BOQ for all the components of the project as per requirement of OIL including getting approvals from the concerned authorities.

- f) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities
- h) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- i) Any other drawings/information's/details required for completion and execution of work but not mentioned above.

III. Construction Stage:

- a) Supply to the OIL eight copies of the detailed working drawings/ good for construction drawings, specifications, Visit the sites of work regularly as per requirement for to resolve the problems of site & issue necessary clarifications/details of the Project.
- b) Supply to the OIL such further drawings, specifications or details which may be required for proper execution of work.
- c) Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- d) Obtain OIL approval for any material deviation in design, cost, working Drawings, schedule and specifications from the approved scheme.
- e) Carrying out all modifications /deletions /additions / alterations /in design/ drawing/documents as required by OIL for proper execution of works at site till completion and handing over of the project to the client.
- f) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- g) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site. The cost incurred shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account. After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of OIL.
- h) The consultant will be responsible any fault in design
- j) It is the responsibility of the consultant to arrange visit of the structural engineer before major concreting work to check if steel and fabrication works are as per drawing.
- l) Periodic reports such as weekly, monthly etc. shall be prepared and invariably submitted to the OIL regarding progress.

IV. Completion Stage:

- a) Obtaining completion certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to the OIL. For this purpose any assistance required from the OIL will be extended to the consultant. **Any statutory fee payable to local bodies for issue of completion certificate shall be borne by the OIL and payment will be made against documentary evidence.**

b) Prepare completion drawings; including plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to the OIL and also hand over the original of the completion drawings to the OIL. The changes, if any during the execution of work will be intimated by the OIL/Society to the consultants for preparation of above drawings.

c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to OIL and Clients/local bodies/or any other authorities applicable including getting „completion certificate“ from concerned authorities, if required.

d) Assist the OIL in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

V. Defect Liability Stage:

The Defects Liability Period for this Project shall be 6(six) months and shall be reckoned from the date of issue of taking Over Certificate or completion certificate by the Statutory Bodies whichever is later. The consultant shall visit the site and provide all the drawings/details for rectification of defects, if any.

4.0 Additions, Alterations and Variation:

4.1 The OIL shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.

4.2 If the work in full or part is withdrawn for any reason, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been completed. Consultant shall have no further claim whatsoever on this account on OIL.

5.0 Taxes

a) All taxes, income tax and any other leviable tax including PF for its employees (except GST) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants and which shall not be reimbursed.

b) The GST as applicable shall be reimbursed by OIL on actual production of receipt of deposit. However, consultant has to mention GST Number in the invoice and amount of GST should be shown separately in the bill.

c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only and which shall not be reimbursed by OIL.

6.0 Number of Drawing Sets etc. and Copyright:

The Consultant shall supply free of charge to the OIL, the adequate no. as specified elsewhere of following documents **in soft as well as hard copy.**

- i) Detail Project Reports with coloured drawings.
- ii) All the Drawings and estimates to be submitted to local authorities.
- iii) Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
- iv) All working drawings for all the components (Good for Construction Drawings).
- v) Detailed estimates and rate analysis of all works.
- vi) Completion drawings and detailed documents.
- vii) Tender documents/tender drawings as per OIL requirements.
- viii) Fabrication Drawings of all equipment if any.
- ix) As built drawings after completion of project.

Note:

1. The scrutiny of the drawing, and designs by the OIL own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services .

2. The Architect firms/Consultant shall supply to the OIL copies of all documents, instructions issued to Architect firms/Consultant , if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.

3. The Architects hereby agree that the fees to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against the OIL in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.

4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall keep OIL indemnified all the times and shall bear the losses suffered by OIL in this regard.

5. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/Client / OIL /Central Govt. or any other agency.

6. All designs and drawings shall be the property of OIL. The name and logo of OIL shall be pre-dominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.

7. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have

to be given on compact disc (CD). The proprietary rights of all the design shall remain with OIL .

7.0

This work will be named “**Architectural and Engineering consultancy services for planning, designing OIL Center of Excellence for Energy Studies (CoEES) building in Pipeline Headquarters (PHQ) Township in Guwahati including obtaining permission for local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.**”

8.0 Recommendation:

A committee with members from CoEES, Contracts, Civil, Electrical, IT and Finance will be constituted to finalize the criteria for eligibility of the consultant for the project, Evaluation criteria (BEC/BRC) for selecting the consultant after pre-bid conference and the payment terms and schedule. The following provisional execution philosophy of the project, payment terms, BEC/ BRC, Time Schedule and other terms & conditions for the smooth implementation of the project are recommends for approval please:

8.1 Execution Philosophy of the Project:

The execution philosophy for Construction & development of CoEES is proposed as under:

1. Inviting Expression of interest from parties having the requisite experience in providing consultancy for CoEES projects which has already been processed and in total 24 nos. of EOI have been received.
2. Short listing of parties based on OIL's Pre-qualification criteria is in process.
3. A bidders conference and site visit amongst eligible short listed bidders shall be organized at PHQ before bidding where the requirements of the CoEES will be explained to the eligible bidders and feed-back on the tender will be recorded.
4. Selection of **Architectural & engineering consultant** by the OIL, through competitive bidding based on the offers against NIT and as per the selection process described in Para-11.0.

8.2 Payment:

8.2.1 The Consultancy Fee:

The OIL agrees to pay the Architect firms/Consultant fees for the professional services to be rendered by the consultant as herein above described under “Scope of Work” and elsewhere. The payment of fee to the Architect firm/consultant shall be restricted to the agreed percentage on the project cost. For the purpose of payment of fees, the project cost shall be **lowest** of the following:

- 1. The actual cost of the project on completion; or**
- 2. Estimated cost of the project put to tender.**

The above actual completion cost of the project on completion or estimated cost of the project put to tender shall **not** include the following:

1. Cost of land
2. Payment to statutory bodies/local authorities/State/Central Government.
3. Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
4. Any agency charges.
5. Contingencies charges
6. Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc.
7. Extra/substituted items, deviations (plus/minus)
8. Training equipment, furniture, computer, office equipment etc.

The fee shall include cost of planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with OIL/ visits to local authorities, etc. by the Consultant and or by their technical persons. The fees should also include cost of providing local representative (Architect / engineer) for day to day liaising, cost of all drawings and cost of hiring any consultant etc. complete. No payment in any other form shall be admissible.

The above fee at is inclusive of fee payable by the consultant to any other consultant/ Associate(s) and nothing extra shall be payable by the for this purpose. **The consultant shall be reimbursed the GST subject to submission of proof of payment of GST.**

8.2.2 Payment Milestones

Milestone achieved	Extent of payment
Stage:1 Visit to site, study of all OIL requirement and existing data, office space planning and on submitting conceptual designs and rough estimate of cost and its approval by OIL	10% of the total fees payable as based on preliminary cost approved by OIL
Stage:2 On submitting the Detailed project report (DPR) and the required preliminary scheme along with the preliminary estimate of cost and its approval by OIL as per the scope of work.	20% of the total fees payable as based on preliminary cost approved by OIL or approved DPR cost whichever is lower, less the payment already made
Stage:3 On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory/ local authorities, if required, including obtaining necessary approval from the Local /statutory authorities.	30% of the total fees payable as based on preliminary cost approved by OIL or approved DPR cost whichever is lower, less the payment already made
Stage:4 Upon preparation of detailed working drawings, specifications and schedule of quantities sufficient to prepare estimate	40% of the total fees payable as based on preliminary/DPR cost approved by OIL or Cost of the

of cost and preparation of tender documents including necessary assistance during tendering process	project put to tender whichever is lower, less the payment already made
Stage:5(During Execution of Work) On submitting working drawings and other details required for commencement of work at site. a) a)On completion of 20% of the work b) On completion of 40% of the work c) On completion of 60% of the work d) On completion of 80% of the work e) On 100% Completion of the work	50% of the total fees payable based on actual work done less payment already made . a) 60% of the total fees payable less payment already made b) 70% of the total fees payable less payment already made c) 80% of the total fees payable less payment already made d) 85% of the total fees payable less payment already made e) 90% of the total fees payable less payment already made
Stage:6 After successful commissioning of the project and obtaining appropriate GRIHA Rating and on submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings.	100% of the fees payable(based on the actual cost or estimated cost of the project put to tender whichever is lower) less payment already made at various stages and retainer

Percentage Completion Milestones:

- a) **20% Completion:** Completion of piling , pile cap and casting Tie beam
- b) **40% Completion:** Completion of structural work up to first floor level including basement if required.
- c) **60% Completion:** Completion of all Structural work up to roof slab level.
- d) **80% Completion:** Completion of all brick and plaster work, flooring , door frames, services, drainage system, Road system, water and sanitation system, HVAC services etc.
- e) **100%- Completion:** Completion of all interiors, painting, fitting doors and windows, all fitting and fixtures including sanitary fitting, electrical/ electronic fittings , AC, lift, etc. complete as per design scope and fit for occupation.

9.0 Financial Bid

NAME OF WORK: -----

NAME OF ARCHITECT FIRM/CONSULTANT:

Sl. No.	Description	Consultancy fee to be quoted in percentage
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		(In fig.) (in words) of the project cost
1.	THE FEES FOR RENDERING ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR SETTING UP OF THE PROPOSED OIL CoEES OFFICE BUILDING IN OIL PIPELINE HQ TOWNSHIP IN GUWAHATI IN ASSAM AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER /CONTRACT DOCUMENT INCLUDING SOIL TESTING AND PERIODIC SUPERVISION ETC. BUT EXCLUDING GOODS AND SERVICES TAX.	_____ %

The fee shall be inclusive for entire scope of work including, but not limited to, architectural services, detailed interior design, external development, landscape architecture, approvals, cost of models and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with OIL, visits to local authorities, etc by the Consultant and or by their technical persons, providing necessary documents and assistance to Project team for obtaining required GRIHA rating etc. The fees should also include cost of providing local representative (Architect / engineer) for day to day liaising

For the purpose of payment of fees, the project cost shall be **lowest** of the following:

1. The actual cost of the project on completion; or
2. Estimated cost of the project put to tender.

9.1 DETAILS OF GOODS AND SERVICES TAX

S.No.	Tax	Ceiling Amount on which the GST is applicable	Rate of GST (%)	Amount of GST
(a)	(b)	(c)	(d)	(e)
1)	GST		_____ %	

NOTE:

1. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,

2. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) alongwith his unpriced part.

3. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.

4. GST quoted above shall be considered for evaluation as per provisions of Bidding Document.

5. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.

10.0 Time Schedule:

Commencement of Work

The commencement of work shall be considered from the date of issue of the work order against the work.

The following time schedule for providing the architectural and engineering services while planning of the project shall be agreed upon by the bidders

Sl No	Item of work	Time
	Visit to Site, site evaluation, Space planning for the office including collection of all other required data and soil testing	4(Four) weeks
	Architectural design, finalization & submission of Architectural drawings with preliminary estimate.	4(Four) weeks
	Submission of drawings for approval from statutory Bodies and obtaining necessary permissions from authorities concerned	6(Six) weeks
	Structural Design including necessary checking and approval	6(Six) weeks
	Submission of complete set of Civil, Electrical, Plumbing, internal and external services drawings and structural designs, working Drawings	4(four) week
	Preparation of bill of quantities along with details of calculation for all items of works and draft tender document for call of tenders	4(four) week

11.0 The selection of the Consultants: The following procedure will be followed while selecting the consultant/ Architect

1. **Prequalification of Consultant/Architects / Architectural firms** – Based on the Evaluation of the document submitted in response to EOI which was already been floated and 24 nos EOI was received as on scheduled date of submission – Applicants would be shortlisted and issued with the necessary Bid Document.
2. **Pre Bid meeting:** Prior to submission of bids by the shortlisted architect/architectural firms, a pre bid meeting with intending bidders shall be arranged at a suitable time and place which will be announced well in advance.
3. **Technical and Financial proposal and Presentation.**– The bidders shall submit both the concept design of the proposed office building as well as the financial bid separately (both the bids shall be sealed in separate envelops with details clearly written on the same and together put under one envelop). Shortlisted applicants will be required to submit a Technical Proposal and will have to make a presentation to an expert cum user committee. Based on the evaluation by the Committee, selection will be done

The part I and Part II of the bid shall contain the following.

PART-I of the offer shall contain the following

- The Consultant shall submit the following –
 - 3 D view of the proposed building using suitable software
 - Five (05) set of Report on the design concept and its salient features including the engineering design with utilities, proposed to be adopted
 - Five (05) set of Drawings
 - Five (05) set of Realistic budgetary estimate of the proposed building, based on the CPWD norms plus budgetary quote for non-schedule items of work
 - Work programme chart
 - Office address of the party or Associate Architects & Engineering Design Consultants **at Guwahati** or plan for the proposed office setup **at Guwahati**. if work is allotted.
 - The bidder shall submit the design concept of both the present requirement of G+3 as well as G+5 once the building is completed in totality in future. The bidder shall also provide the approximate cost of the building in both the above situations.

Note :

All the above documents/CD to be put in a separate envelop and physically submitted before closing of the bid submission date and time along with submitting under the technical RFX in the e- tender if supported by the system.

PART-II of the offer shall contain the following

- Professional Fee as per format enclosed in the Bid document.
- Consultant shall indicate his professional fee for services rendered, as a **Percentage of the total awarded value of work.**
- In Part - II of the offer, the Consultant shall stipulate no conditions. There shall not be any over writing. All corrections must be legibly marked and signed. Any conditions mentioned in Part-II shall render the offer liable for rejection.

12.0 Evaluation of Bid

- The bid shall be evaluated in two stages as under:

A) Stage- I: Design Concept Presentation

- a) Under this stage, the tenderers short listed after evaluation of EOI and participating in the bid, shall be invited for participating in the design concept Competition by the way of presentation before the expert cum user committee constituted for the purpose by OIL. The Architect firm/Consultant shall bring hard & Soft copy of their Design concept and related details at the time of presentation.
- b) The committee shall evaluate the presentation on design concept and would assign the marks independently and then the assigned marks would be averaged out. The consultant shall have no right to challenge the marks assigned by the individual member of the committee and, individual member of the committee shall have no liability to applicant in this regard. No correspondence would be entertained challenging or contesting the marking by the individual member of the committee.
- c) OIL will select the Architectural firms / consultant on the basis of marks obtained against the design concept as well as financial bid as explained in succeeding para. The financial bid of those bidders obtaining minimum 70% mark in the design concept competition and are occupying at the top three positions shall be opened for further evaluation.
- d) The committee shall evaluate the design concept of consultants by applying the evaluation criteria, sub-criteria, and point system as stipulated here in under.
- e) The marks obtained by individual bidder in evaluation of eligibility (during shortlisting through EOI) shall not be carried forward for technical evaluation. The bidders found eligible as described above shall be considered equal for evaluation of their technical bid by the above expert cum user committee.

Each of the shortlisted firms participating in the entire bidding process including presentation etc. will be paid **Rs. 1,00,000/-** (Rupees one lakh only) as part of compensation for the effort put in preparing the concept design and travel and other expenditure. The above sum is inclusive of all taxes including GST and income tax deduction/ any other tax deductions at source applicable at the time of payment will be done. No other payment to meet travel or any other incidental expenses. This amount will be deducted from the final selected firm from their first bill. Which means the party to whom the contract is finally awarded shall not be eligible for the above compensation. No deduction shall however be made from the non-selected Architects.

Evaluation Criteria of the Design Concept Presentation.

A Organization		15
	Overall experience and experience of similar nature of job	5
	Organizational setup including staff strength and infrastructure facilities.	5
	Local setup at Guwahati	5
A. Planning & Zoning		20
	1. Landscape blending with existing profile	5
	2. Space planning and Design efficiency	5
	3. Site orientation , Circulation and Massing	5
	4. Amenability of building/ other facilities for future horizontal and vertical expansion without disturbing the operation in the built portion.	5
B. Design Concept Planning		45
	1. Compliance with main theme and functional requirement of the project including intelligent building concept and other required functionalities.	15
	2. Compliance to Green building concept (GRIHA criteria)	10
	3. Originality of the concept and innovation in Design	10
	4. Optimum cost of the project	5
	5. Ease of construction and future maintenance of the facilities	5
C. Presentation		20
	1. Overall Presentation	5
	2 Adherence to Time allotted for overall planning and designing the project.	5
	3. Interpretation of Design Concept & Interaction on concept and response to queries of the committee Members.	10

Total 100**B. Stage- II: Evaluation of Financial Bid**

- a) After the technical bid evaluation is completed, the OIL shall notify in writing to those Architect firm/consultant who have qualified the technical

- bid. Architect firm/consultant attendance at the opening of financial bid is optional.
- b) Financial bid shall be opened in the presence of the Consultants' representatives who choose to attend. The Financial bid of the qualified Architect firm/consultant(s) shall be then opened.
 - c) The financial bid of those bidders obtaining minimum 70% mark in the design concept competition and are placed at the top three (3) position in the above technical bid evaluation process (Design Concept competition) shall be opened for further evaluation.
 - d) The marks obtained by the bidder in technical bid evaluation shall be given 70% weightage and the financial bid shall be assigned 30% weightage. The bidder who quotes the lowest percentage shall be awarded full marks. The other bidders shall be awarded marks on pro rata basis using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost
 - e) **Highest points basis:** On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

13.0 Time schedule for bidding

- 1. Issue of tender paper to the shortlisted parties- 15 days**
- 2. Pre bid conference –within the 30 days from the date of Tender No generation. The date would be informed to the prospective bidders.**
- 3. Finalization of tender – 10 days from date of holding Pre bid conference**
- 4. Bid submission – 1(one month)**
- 5. Presentation- 10 days from date of submission of tender.**

Note: All the drawings / documents/CD as mentioned under para 11.0 – 3.0 part I to be put in a separate envelop and submitted before closing of the bid submission date and time.

A) COMMERCIAL – BID REJECTION CRITERIA

- 1.0 Bids shall be submitted under SINGLE STAGE TWO BID system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. ~~The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in "Technical RFX Response" Tab and Priced Bid as per Schedule of Rates uploaded in the "Notes & Attachments" Tab.~~ Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this TWO BID system shall be rejected outright.

- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach the Company (i.e. OIL) before due date of closing. A scanned copy of the bid security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount and validity of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.
- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 11.0 Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.

- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rate under PART – II of Bid Document, otherwise the Bid will be summarily rejected.
- 14.0 Non-submission of the documents as specified in BEC will result in rejection of bids.
- 15.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 16.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Security
 - ii) Force Majeure
 - iii) Tax Liabilities
 - iv) Arbitration
 - v) Acceptance of Jurisdiction and Applicable Law
 - vi) Liquidated Damage
 - vii) Safety & Labour Law
 - viii) Termination
 - ix) Integrity Pact
 - x) Warranty and remedial of defects
 - xi) Liability
 - xii) Insurance
 - xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.
- 17.0 The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.

B) GENERAL:

- 1.0 Bidders should provide copies of the following:
- (i) GST Registration Certificate,
 - (ii) PAN Card,
 - (iii) Bank A/C NO, Bank Address, with IFSC Code,
 - (iv) Vendor Code (for existing vendors),
 - (v) P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)

- 2.0 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 BRC.
- 3.0 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 or before the deadline given by the company, failing which the offer will be will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 4.0 If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BEC-BRC shall prevail.
- 5.0 Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC& Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.
- 6.0 OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.
- 7.0 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.

C) INTEGRITY PACT:

Bidder shall submit Integrity Pact Proforma / Annexure along with the Technical Bid, duly signed on all pages by same signatory who signed the bid, failing which the offer will summarily be rejected

ANNEXURE-AA:**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

(To be issued by practicing Chartered/Cost Accountant Firm

on their Letter Head)

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statement of M/s_____ (Name of the bidder) for the last three(3) completed accounting years up to_____ (as the case may be) are correct.

YEAR	TURNOVER(₹)	NETWORTH(₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

****End of BEC-BRC****

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM

DESCRIPTION OF WORK/SERVICES:-

Architectural and Engineering consultancy services for planning, designing OIL Center of Excellence for Energy Studies (CoEES) Building at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.

GENERAL CONDITIONS OF CONTRACT (GCC)

MEMORANDUM OF AGREEMENT made this _____ day of _____ between OIL INDIA LIMITED a Company incorporated under the Companies Act 1956 and having its registered Office at Duliajan in the District of Dibrugarh, Assam (hereinafter called Company) of the one part and Shri/Smti _____ and Shri/Smti _____ carrying on business as partners /proprietor under the firm name and style of M/s. _____ with the main Office at _____ in the District of _____ aforesaid (hereinafter called 'Contractor') on the other part.

WITNESSETH:

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms **Part-II** of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms **Part-III** of the contract utilizing any materials/services as offered by the Company as per **Part-V** of the contract at Various field installations within the states of Assam, West Bengal & Bihar as per **Part-VI**
- b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
- c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in **Part-III** of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.
3. The Company's Engineer shall have power to:
 - a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
 - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
 - c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
 - d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - e) Order deviations in **Part II, III and IV** of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.
4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in **Part-II** if so ordered by the company at the same rates, terms and conditions.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor.

The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-

- i) The Factories Act & Rules
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) GST Act.

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

The 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 exclusive jurisdiction of **Courts situated in Guwahati**

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **03 years** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way

of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

OIL's Engineer's certificate as to the criticality or otherwise of an item shall be final.

The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

In the event of there being undue delay in execution of the Contract, the Company reserves the right to cancel the Contract and / or levy such additional damages as it deems fit based on the actual loss suffered by the company attributable to such delay. The company's decision in this regard shall be final.

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.
10. The tendered all-inclusive of Price (the Contract price) except GST is Rs. XXXXXXXXXX **(Not to be filled up by the bidder. This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work part II of this Contract.**

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

11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of

shall prevail and the accounts between the parties will be in accordance therewith finalized.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with Factories Act & Rules. The Company's representative shall not allow/accept those men who are not provided with the same.
15. All Statutory taxes levied by the Central & State Government or any other competent authority from time to time will be borne by contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding GST. GST if applicable shall be, to the company's account. However, GST portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
16. The Contractor shall deploy local persons in all works.
17. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Factories Act & Rules(latest editions).
19. **GENERAL OBLIGATIONS OF COMPANY:**

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

20. **SPECIAL CONDITIONS**

- a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- b) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of

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

21. **FORCE MAJEURE:**

21.1 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 for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

21.3 Should 'force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the 'force majeure' rate shall apply for the first fifteen (15) days. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, nonpayment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

22. **TERMINATION:**

22.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION):** The contract shall be deemed to have been automatically terminated on the expiry of

duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

- 22.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.
- 22.3 TERMINATION ON ACCOUNT OF INSOLVENCY: In the event that the Contractor or its collaborator 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, 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.
- 22.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the 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.
- 22.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & 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 consent, the Company may at its absolute discretion, terminate this Contract.
- 22.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety 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.
- 22.7 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 clause from 22.1 to 22.6 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 for services as per the Contract up to the date of termination including the De-mobilization cost, if any.

23. **CONSEQUENCES 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.

23.1 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

23.2 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.

24. **SETTLEMENT OF DISPUTES AND ARBITRATION:**

24.1 Arbitration (Applicable for Suppliers/Contractors other than PSU) :

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

- a. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 day's 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.
- b. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 (Three) Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the

		two Arbitrators.
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- c. 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.
- d. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
- e. 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.
- f. Parties agree 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.
- g. The arbitral tribunal shall make and publish the award within time stipulated as under :

Amount of Claims and counter claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the Arbitrators)
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

- h. 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.
- i. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of

the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

- j. In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
- k. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
- l. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- m. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, 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.

The venue of all arbitrations under both 24.1 & 24.2 will be **Guwahati, Assam**. The award made in pursuance thereof shall be binding on the parties.

25. I.B. VERIFICATION REPORT AND SECURITY REVIEW:

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the

persons engaged under this contract to the Head of the user Department before engagement.

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

26. **SET OFF CLAUSE:**

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

27. **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a Bidder/Contractor has furnished fraudulent document/information the party shall be debarred for period of 3(three) years from date of detection of such fraudulent act, besides the legal action.

28. **WARRANTY AND REMEDY OF DEFECTS:**

28.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Scope of Work. They should comply with the instructions and guidance which Company may give to the Contractor from time to time. For any rectification works during Defect Liability Period (12 Months from the date of completion of the project) of any Works contractor(s) / purchase(s), PMC shall extend their supervisory / technical assistance at no extra cost. **Warranty/ Defect Liability Period shall be 12 Months from the date of completion of the project.**

28.2 Should Company discover at any time **during the execution** of the Contract that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform 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 carried out by others and charge the cost thereof to Contractor which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

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

29.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

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

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

30. **TAXES:**

30.1 Tax levied 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.

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

30.3 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. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

30.4 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.

- 30.5 Tax clearance certificate for personnel and corporate taxes shall be obtained by the contractor from the appropriate Indian Tax authorities and furnished to company within 6 months of the expiry of the tenure of the contract or such extended time as the company may allow in this regard.
- 30.6 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 30.7 Corporate and personal taxes on contractor shall be the liability of the contractor and the company shall not assume any responsibility on this account.
- 30.8 ***All local taxes, levies and duties, sales tax, octroi, customs duty, VAT etc. on purchases and sales made by contractor shall be borne by the contractor.***
- 30.9 **GST:**
Quoted price should be **exclusive** of applicable GST. Please also refer **clause 45** onwards.
- 30.10 **CUSTOMS DUTY ON EQUIPMENT:**
- i) Contractor is liable to pay all customs duty, as applicable on the equipment brought to India for executing the works.
 - ii) The Contractor shall be fully liable for observing all the formalities in this regard as well as to pay the customs duty chargeable on the equipment, including any deposit payable for such purposes. No adjustment in the Contract Price shall be permissible for any change in duty drawback applicable in respect of equipment and machinery brought to India for use in the project and for re-export of equipment & machinery, on completion of the project.
- 30.11 **CUSTOMS DUTY:**
- The quoted price shall include full customs duties for materials (for permanent incorporation in the work), equipment and plants envisaged to be imported for execution of work.
- 30.12 **IMPORT LICENSE:**
- The Contractor shall arrange import of all materials required for permanent incorporation in the works as well as construction

equipment as per the guidelines laid down by the Government of India. Import license shall not be provided by Company.

31. **INSURANCE:**

- 31.1 The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.
- 31.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
 - b) Employer's Liability Insurance as required by law in the country of origin of employee.
 - c) 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 fulfill the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
 - e) 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.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
- 31.3 Contractor shall obtain additional insurance or revise the limits of existing insurance as per Company's request in which case additional cost shall be to Contractor's account.
- 31.4 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 31.5 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

31.6 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried by Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

31.7 Contractor shall require all of their 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.

31.8 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.

32. **CHANGES:**

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

32.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates (**Part - II**). Upon review of Contractor's estimate, Company shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 24.0 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

33. **NOTICES:**

33.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company**For contractual matters**

Chief Manager (Contracts)
OIL INDIA LIMITED
PO: UdayanVihar
Assam-781171, India
E-mail: ellora@oilindia.in
Fax No. 91-0361-2643686

For Technical matters

DGM(CIVIL)
OIL INDIA LIMITED
PO: UdayanVihar
Assam-781171, India
E-mail: akshaythakuria@oilindia.in
Fax No. 91-0361-2643686

Contractor

Fax No. :

Email:

33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34. **SUBCONTRACTING:**

34.1 Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

35. **MISCELLANEOUS PROVISIONS:**

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

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

35.3 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 workman like condition to the satisfaction of the Company and conform to ISO 14001.

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

36. **LIABILITY:**

- 36.1 Except as otherwise expressly provided, 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. 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.
- 36.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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.
- 36.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 36.4 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.

- 36.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.
- 36.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, subcontractors 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.
- 36.7 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 subcontractors 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.
- 36.8 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.

37. **CONSEQUENTIAL DAMAGE:**

- 37.1 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.

38. **INDEMNITY AGREEMENT:**

- 38.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/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.

- 38.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/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.

39. **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.

40. **PAYMENT & INVOICING PROCEDURE:**

- 40.1 Company shall pay to Contractor, during the term of the contract, the amount due 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 this contract. All

payments will be made in accordance with the terms hereinafter described.

- 40.2 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account. Payment will be cleared on monthly basis only.
- 40.3 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.
- 40.4 Contractor will submit six sets of all invoices to Company for processing of payment. Separate invoices for the charges payable under the contract shall be submitted by Contractor for foreign currency and Indian Rupee.
- 40.5 Payment of invoices if undisputed shall be made.
- 40.6 The Company shall within 30 days of receipt of the invoice notify 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.
- 40.7 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 respect of any other billing, the payment of which may then or thereafter be due.
- 40.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

41. **WITH-HOLDING:**

- 41.1 Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in

writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :

- a) For non-completion of jobs assigned as per **PART-III.**
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

With-holding will also be affected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

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

42. **SUBSEQUENTLY ENACTED LAWS:**

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

43. **ROYALTY AND PATENTS:**

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

44. **WAIVER:**

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

45.0 GOODS AND SERVICES TAX

45.1 GENERAL REMARKS ON TAXES & DUTIES:

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

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

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

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

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

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

45.5.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actuals 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.

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

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

45.6.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actuals 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.

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

45.7 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.

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

45.9 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/vendor, OIL shall withhold the payment of **GST**.

45.10 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/vendor but will be directly deposited to the government by OIL.

45.11 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.

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

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

45.14 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.

45.15 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.

45.16 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.

45.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST 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 GST.

45.18 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

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

45.20 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 substantiate the rate as applicable on the Bid due date and on the date of revision.

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.

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.

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

45.21 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.

45.22 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.

45.23 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.

45.24 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.

45.25 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars :

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

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

45.26 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.

45.26.1 In case the GST rating of vendor 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 vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

IN WITNESS whereof the parties hereunto set their hands seals the day and year first written above:-

SIGNED AND DELIVERED FOR AND
ON BEHALF OF CONTRACTOR

_____ by
the hand of _____ its
Partner/Legal Attorney

(Signature of Contractor or his legal
Attorney)

(Seal of Contractor's Firm)

(Signature of (Witness))

And in presence of

(Full name of Signatory)

Address:

Date: _____

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

(Signature of Acceptor)

Designation: _____

Date: _____

(Full Name of Signatory)

PROFORMA-A**NAME OF WORK:** -----**NAME OF ARCHITECT FIRM/CONSULTANT:**

Sl. No.	Description	Consultancy fee to be quoted in percentage (In fig.) (in words) of the project cost
1.	THE FEES FOR RENDERING ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR SETTING UP OF THE PROPOSED OIL CoEES OFFICE BUILDING IN OIL PIPELINE HQ TOWNSHIP IN GUWAHATI IN ASSAM AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER /CONTRACT DOCUMENT INCLUDING SOIL TESTING AND PERIODIC SUPERVISION ETC. BUT EXCLUDING GOODS AND SERVICES TAX.	_____ %

The fee shall be inclusive for entire scope of work including, but not limited to, architectural services, detailed interior design, external development, landscape architecture, approvals, cost of models and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with OIL, visits to local authorities, etc by the Consultant and or by their technical persons, providing necessary documents and assistance to Project team for obtaining required GRIHA rating etc. The fees should also include cost of providing local representative (Architect / engineer) for day to day liaising

For the purpose of payment of fees, the project cost shall be **lowest** of the following:

- 1. The actual cost of the project on completion; or**
- 2. Estimated cost of the project put to tender.**

9.1 DETAILS OF GOODS AND SERVICES TAX

S.No.	Tax	Ceiling Amount on which the GST is applicable	Rate of GST (%)	Amount of GST
(a)	(b)	(c)	(d)	(e)
1)	GST		_____ %	

NOTE:

1. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,

2. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) along with his un-priced part.

3. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.

4. GST quoted above shall be considered for evaluation as per provisions of Bidding Document.

5. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.

Notes:

(i) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. **The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.**

(ii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.

Annexure –A

TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)

INDIRECT TAXES/ GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

- (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
- (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
- (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

2. *The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. 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 in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.*
3. *Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.*
4. *Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.*
5. *Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.*
6. ***When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)***
Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off
Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders
7. *In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual*

delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

- 8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.*
- 9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.*
- 10. GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.*

Special Conditions of Contract (SCC)**1.0 Project Background:**

Oil India Ltd (OIL) proposes to setup an office for housing the OIL **Center of Excellence for Energy Studies (CoEES)** at Guwahati on a plot of land within the OIL Pipeline HQ Township at Narangi in Guwahati. The total area of the plot is around 11000 sqm.

1.1 Basic Requirements

- a) Plinth area 2000 sqm
- b) No of Floors-4(GF+3) with total floor area of 8000 sqm with provision for another three floors in future
- c) Main requirements against each floor:
 - (i) **Ground Floor:** For common minimum facilities like Auditorium(150 capacity) , Conference room(100 people capacity) , Cafeteria(100 capacity), reception, Security facilities, first aid room and office space for officers as well as staff , visitor's waiting room etc.
 - (ii) **1st Floor:** Geochemical lab(minimum 360 sqm), EOR Lab(minimum 360 sqm), Petrography Lab(minimum 100 sqm), Office rooms , office cubical, library , mini conference room, Battery Room , Store/ record keeping room , visitor's/ rest room , Mini conference room etc.
 - (iii) **2nd Floor:** Director's room with all facilities- 2 Nos, Officer's room- 15, Work stations-15, office cubical- 30, Gymnasium, visitor's room, Video conference room, Mini Conference room, Change room with attached wash room, , UPS- Battery room, Server room, Tea Room, Store/ record keeping room, Housekeeping and other service room Etc.
 - (iv) **3rd Floor:** The 3rd floor shall be built to provide office spaces for various project teams as per their requirement
 - (v) **4th and 5th Floor:** Only provision shall be kept for future vertical expansion while designing the foundations as well as other structures and services

Note: OIL at its discretion may require construction of 4th and 5 th floor along with the other floors below considering the cost and other requirements.

- d) Space for housing services, Car parking, Cylinder room, stairs, lift etc. as per requirement and design.
- e) The design of the building shall be aesthetically appealing and complete with all services and functions. The building shall be designed as Green Building leading to minimum 3(Three) star GRIHA rating with other facilities like Building automation, over all energy efficient, modular

architectural design with access control and Intelligent building management system, flexibility to accommodate change/modification if required in future, LAN, Communication and Audio Visual facilities, acoustics, , Facilities for Differently able persons, rain water harvesting and use of solar energy etc. shall be incorporated in the design conforming all regulations.

- f) 2.0 In line with the above, OIL plans to line up Consultant through this tender who shall assist us in Planning, Design & Drawings, estimation, tendering, bid evaluation & selection of party, inspection, job quality , Project management, Commissioning etc. The consultant is being lined up to provide with the latest trends and technologies, sources, options, benchmarks in the most precise, comprehensive , energy efficient and analytical manner so as to select the best-suited technologies for the proposed CoEES office building. The scope of work also includes the following:

2.1 Scope of work:

Space Planning and Comprehensive Architectural and Engineering consultancy for preparation of the architectural design, including interior design architecture , landscape architecture , site development, designing of all required infrastructure and services including internal services (water supply, sanitary, drainage, electrical installation) and external services like street light, landscaping, road furniture, security system, rain water harvesting, etc. ,preparation of working drawings, Bill of quantities and necessary tender paper, obtaining the permission of local and statutory authorities wherever needed, periodical supervision during construction of the project, including obtaining completion certificate from appropriate authorities and incorporating in design other building facilities as per requirement etc. complete including all necessary work for obtaining minimum 3 star rating.

Note: 1

The topographical survey/contouring shall be carried out by OIL and necessary details (site map and contour map) will be provided to the consultant.

Note-2

The consultant on its own shall carry out soil investigation of the site to establish the soil characteristics and other parameters required for the foundation design and submit test report to OIL. The cost incurred for the same shall be included in their quoted/negotiated rate. The consultant shall also provide detailed plan and Bill of Quantity (BOQ) for Soil investigations to OIL. The soil investigation if necessary may additionally be also carried out by OIL at its own cost and subsequently share the report with the consultant for their use in carrying out structural design.

The scope of Architectural & engineering consultancy services envisaged for the project shall be as under:

- 2.1.1 Scrutiny of the site plan and contour and other drawings and visit to the site and taking note of client's requirement.
-

- 2.1.2 Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs.
 - 2.1.3 Space planning and Prepare conceptual designs with reference to OIL requirements and rough cost estimate on the plinth area basis as per of CPWD norms.
 - 2.1.4 Preparation of preliminary drawings as per the requirements and to the satisfaction of OIL.
 - 2.1.5 Obtaining all necessary building approvals/ completion certificate etc. from local authorities (GMDA, GMC etc) and other statutory bodies as required.
 - 2.1.6 Detailed design/drawing for development of the project.
 - 2.1.7 Design and drawings for:
 - m. Buildings including interior, acoustics wherever required.
 - n. Graphic Design and Signage, Landscaping.
 - o. Structural Designs,
 - p. Sanitary, Plumbing, Drainage, Water Supply, Sewage disposal and STP (Sewage Treatment plan), Rainwater harvesting etc.
 - q. Electrical, Electronic, Communication Systems, public address systems, power supply system etc.
 - r. Heating, Ventilation and Air Conditioning design.
 - s. Fire detection, Fire protection and Security Systems etc.
 - t. Lift, escalator and other mechanical requirements
 - u. Any other works related to the buildings as well as other services as required for safe occupation of the buildings and operation of the institute.
 - v. Prepare and issue working drawings and details for proper execution of work during construction.
 - w. Modify the designs incorporating changes as required during the course of execution.
 - x. Preparing as built drawings of building and services after completion of work
 - 2.1.8 Carrying out necessary soil testing by the architect/ consultant of their own to establish the soil characteristics and other parameters required for the foundation design and Providing BOQ for soil testing to OIL,
 - 2.1.9 Prepare detailed estimate for all the civil, electrical, mechanical and other related work, finalize specifications, assist OIL in preparation of tender paper and entire tendering process if required.
 - 2.1.10 Prepare and submit working drawings
 - 2.1.11 Periodic inspection and evaluation of Constructions works with reference to design and drawings.
 - 2.1.12 Visit the site of work at regular intervals and where necessary clarify, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance to design and render advice on actions, if required.
 - 2.1.13 Prepare and submit completion reports and drawings for the project as required and obtain “NOC/Completion/Occupancy Certificate” from statutory authorities, wherever required.
 - 2.1.14 Issue of as built drawings including services and structures.
 - 2.1.15 A 3 – dimensional Models of the Architectural plan in the scale of 1:200 with necessary glass cover and stand etc. complete
-

- 2.1.16 Incorporating acoustics, green building concept, energy efficient building, communication design, intelligent building concept, rain water harvesting, solar power use etc. in the building design.
- 2.1.17 Any other requirement for the building and area around but not particularly mentioned above.
- 2.1.18 Design of utilization of solar energy to the extent possible in the entire campus.

2.1.19 **Green Building Design**

The consultant has to design and develop a Green building Design as per GRIHA- the National Rating System, developed by TERI (The Energy and Resources Institute) and is endorsed by the MNRE (Ministry of New and Renewable Energy) and assist OIL/ Project team in applying for necessary registration and obtaining appropriate Green Building certification for the building including providing necessary drawings, calculations, Cut sheets, specification sheets, commercial brochures, bill of quantities ,photographs, certificates and other required information, carrying out required data analysis etc. **Nothing extra shall be paid on this account to the consultant. However, the registration and other fee, cost of sample testing, cost of external auditors etc. payable in connection with obtaining the certification, shall be paid by OIL to the concerning organizations/ persons**

The above includes;

- g) Expression of Interest by registration of the Project through the GRIHA website and subsequently assisting the project team in applying for formal registration and filling up compliance documents. The consultant shall also provide the required document including additional document or changes after vetting by GRIHA experts in the entire process of obtaining required GRIHA rating.
- h) Adopting an integrated design approach for Planning and designing all building systems, site, and building envelop, integration of renewable energy source to generate energy on site, water and waste management, rain water harvesting, selection of material, indoor environment, any other technology etc. taking into account the the provisions of the National Building Code 2005;the Energy Conservation Building Code 2007 announced by BEE (Bureau of Energy Efficiency)and other IS codes for fulfilment of compliance under respective GRIHA criteria.
- i) Providing all necessary drawings, test reports, certificates, photographs and other documents, data, Analysis report, sound audit report etc. as required by Association for Development and Research of Sustainable Habitats (ADaRSH)/ GRIHA secretariat for necessary registration and certification and also assisting the project team for sending expression of interest and applying for and obtaining GRIHA Pre- certification as well as appropriate GRIHA rating (Minimum 3 star rating)
- j) Carry out Computer Based GRIHA Green Certification related Energy Analysis and documentation of the whole Building and its components for GRIHA Rating which shall also include Whole Building Analysis for Energy Performance, Climatic Comfort & ECBC compliance, Analysis for Day

lighting and Artificial Lighting etc. The work shall also include Site Planning & Water Management, Working with project team to achieve minimum 3 star GRIHA rating, Measurement and Verification (through a BEE accredited auditor), Preparation of 3 D virtual model of the entire structure, Coordination among the architectural, services and structural design, mitigation of all discrepancies and all other factors to be considered while designing, coordinating and obtaining appropriate rating for proposed green building .

- k) Taking responsibility for fulfilment of all compliance under respective GRIHA criteria during all the stages of project execution and finally obtaining minimum 3 Star GRIHA rating.
- l) Ensure that the data provided during the registration phase corresponds with the actual audit on the energy, water and waste, noise etc. to be done by competent authorities within next 2 years after occupation.

2.1.20 **Intelligent building management system:**

For controlling various building management systems and services, considerably improving their functionality and overall performance and integrating them into an enhanced IT infrastructure which shall be easy and cost effective to operate and maintain. Use of the intelligent building management system should results in lowering the operational costs and increased energy savings through automated energy conservation features. This included Motion sensors which can register when an area is unoccupied and turn off the lights and lower the temperature; monitoring cleaning /security crews using passive RFID as they check in, and lights automatically turned on and off as they work through various areas of the building, allowing users to adjust the HVAC settings of the building over their smartphone or tablet so the desired temperature is achieved by the time they arrive, monitoring performance and device failures in all systems, and provides malfunction alarms to building maintenance staff, access control etc.

2.1.21 Designing other systems like Rain water harvesting, communication design, sanitation system, water management system, harnessing and utilizing solar energy etc. as per guidelines and regulations

2.1.22 Designing all facilities to ensure accessibility and usability of the building and its facilities by employees, visitors, and clients with disabilities as recommended in NBC.

3.0 **Schedule of Services.**

Preliminary Stage

A. Preliminary Concept Report:

The Consultant shall

- a) Ascertain OIL's requirement and determine the detailed space requirement and carryout out necessary space planning for the proposed building.
- b) Express interest of registering the project for GRIHA rating, by filling in the project registration form with project details and submit to ADaRSH (GRIHA secretariat).

- c) After examining all the aspects including site constraints/ potentials the consultant shall prepare a site evaluation and analysis report with basic approach to circulation, activity, distribution and interaction and external linkage. pedestrian / vehicular movement and parking, services and their interconnectivity, Architectural controls/ guidelines, Landscape Architecture, Architectural Conservation Graphic Design and Signage and Site Development including external Engineering Services and related buildings / structures; Roads, pathways, boundary walls, gates, STP, water reservoir, etc.
- d) In addition the Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services to be identified.
- e) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firms/Consultant should submit the design and modify it if considered necessary by the OIL.
- f) Prepare plinth area rate estimate as per CPWD norms. The estimate shall also include the non-schedule items on prevailing market rate along with justification, specification.
- g) Obtain the approval of the OIL of above and supply 6 copies of approved site plan (Layout Plan).
- h) The consultant shall prepare and give presentations on the schemes as and when required by OIL and shall incorporate the changes desired by OIL without any extra cost.

B. Preliminary Planning:

- a) Preliminary planning of all buildings including interiors and internal and external utility services like water supply, sewerage, storm water drainage, electrical, street/compound lighting, site development, landscaping, Rain water harvesting, development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, Electrical sub-station, DG sets, Lifts, interior design and graphic signage, security system, telecommunication system etc. indicating scope, specifications and costs separately of such sub-head.
- b) Prepare the DPR covering the following:
 - i) Detailed Architectural, structural, & flowchart drawings.
 - ii) **The Structural design details shall be got proof checked by Consultant, if so ordered by Local Municipal Corporation Authorities or by OIL, from any State/Central Govt. IITs/NITs/Institution, approved by OIL.** The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority

and re-submit the design and drawing. **Fees of proof checking by institution/agency shall be reimbursed on actual basis by OIL**

iii) Detailed specifications of each work.

iv) Preliminary estimate: All estimates shall be prepared on the basis of Central/state schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted. The consultant shall supply six copies of the same with the preliminary drawings to OIL.

- c) Submit market rate analysis for Non Schedule Items supported with Quotations.
- d) Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- e) Obtain the approval of layout plan & drawing from the competent authority statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to the OIL. **Any statutory fee payable to local bodies for approval of the plans shall be borne by OIL and payment will be made against documentary evidence.**
- f) The consultant will incorporate eco-friendly building materials, energy efficient equipment & fixtures etc. as per prevailing government rules.
- h) The consultant shall discuss all the points/shortcomings/new requirements, if any with the Local bodies/ Govt. / Authorities/OIL/ State/Central Govt. and shall take their concurrence on all the observations.
- i) Undertake site visits or to attend meetings to collect details/data/information required for planning purposes, holding necessary discussions with OIL /local bodies and obtaining requirements of the Project and attending meetings with officials of Local bodies/Govt. authorities/State/OIL/Central Govt. or any other agency, as and when required.
- j) Provide a bar chart of various activities pertaining to the planning, execution and completion of the entire project including a network diagram of activities showing the critical path. The consultant shall periodically update the data and provide necessary updated report to OIL regarding the trend of the project.

II Working Drawing Stage:

Preparation of detailed working drawings with details incorporating services and schedule of quantities. This will include:

- a) Preparation of working and detailed architectural and structural drawings and detailed estimate as per the latest CPWD(DSR) or any other Standard Schedule of Rates (SOR) for civil work, electrical works and CPWD specifications for civil works, General specifications for electrical work (Internal, External, Lifts, Substation, HVAC works, DG sets etc.), including internal and external utility services, telecommunications, site development, landscaping, Rain water harvesting, development plans with roads, paths, parks, paved

areas, drains, culverts, compound walls along with details of quantities (Bill of quantities), supporting calculations and details of structural design for whole of the work or in part of to facilitate call of tender in stages by OIL/ Society. For items not covered by the schedule of rates the Architect/Consultant would provide details specifications, description of the item and market rates.

- b) Analysis of rates for Schedule and non-schedule items on current market rates of materials, labour and POL.
- c) Obtaining approval of local authorities, if any, and make changes required by them
- d) Preparation of the Tender Documents/ Tender Drawings comprising BOQ/Estimates, particular specifications etc. as required by OIL for necessary tendering work.
- e) Preparation & submission of adequate no. of Detailed Designs calculations/ BOQ for all the components of the project as per requirement of OIL including getting approvals from the concerned authorities.
- f) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities
- h) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- i) Any other drawings/information's/details required for completion and execution of work but not mentioned above.

III. Construction Stage:

- a) Supply to the OIL eight copies of the detailed working drawings/ good for construction drawings, specifications, Visit the sites of work regularly as per requirement for to resolve the problems of site & issue necessary clarifications/details of the Project.
- b) Supply to the OIL such further drawings, specifications or details which may be required for proper execution of work.
- c) Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.
- d) Obtain OIL approval for any material deviation in design, cost, working Drawings, schedule and specifications from the approved scheme.
- e) Carrying out all modifications /deletions /additions / alterations /in design/ drawing/documents as required by OIL for proper execution of works at site till completion and handing over of the project to the client.
- f) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.
- g) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site. The cost incurred shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account. After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of OIL.

- h) The consultant will be responsible any fault in design
- j) It is the responsibility of the consultant to arrange visit of the structural engineer before major concreting work to check if steel and fabrication works are as per drawing.
- l) Periodic reports such as weekly, monthly etc. shall be prepared and invariably submitted to the OIL regarding progress.

IV. Completion Stage:

- a) Obtaining completion certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and supply the same to the OIL. For this purpose any assistance required from the OIL will be extended to the consultant. **Any statutory fee payable to local bodies for issue of completion certificate shall be borne by the OIL and payment will be made against documentary evidence.**
- b) Prepare completion drawings; including plans elevations and cross sections etc. indicating the details of the building and all internal and external services as completed and supply 4 sets of completion drawings to the OIL and also hand over the original of the completion drawings to the OIL. The changes, if any during the execution of work will be intimated by the OIL/Society to the consultants for preparation of above drawings.
- c) Preparation & submission of completion reports, Operation & maintenance manual, completion of as built drawings and documents for the project as required and acceptable to OIL and Clients/local bodies/or any other authorities applicable including getting „completion certificate“ from concerned authorities, if required.
- d) Assist the OIL in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

V. Defect Liability Stage:

The Defects Liability Period for this Project shall be 6(six) months and shall be reckoned from the date of issue of taking Over Certificate or completion certificate by the Statutory Bodies whichever is later. The consultant shall visit the site and provide all the drawings/details for rectification of defects, if any.

4.0 Additions, Alterations and Variation:

- 4.1** The OIL shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost.
 - 4.2** If the work in full or part is withdrawn for any reason, the same shall be withdrawn from the scope of consultant and proportionate consultancy fee shall be paid only up to the stage for which the consultancy work has been
-

completed. Consultant shall have no further claim whatsoever on this account on OIL

5.0 Taxes

- a) All taxes, income tax and any other livable tax (except Service Tax) in connection with the execution of the contract levied by the statutory Authorities/State/Central Govt. of India/State Govt. or any local authorities on the consultant in accordance with the applicable law shall be borne by the consultant and are deemed to be included in their bid price. The tenderers shall note that the Tax Deduction at Source (TDS) as per applicable law shall be made from the payments due/made to the consultants and which shall not be reimbursed.
- b) The Service tax as applicable shall be reimbursed by OIL on actual production of receipt of deposit. However, consultant has to mention Service Tax Number in the invoice and amount of Service Tax should be shown separately in the bill.
- c) Any enhancement of taxes/duties by the authorities/Government of India/State Government, during currency of this contract shall be borne by the Consultant only and which shall not be reimbursed by OIL.

6.0 Number of Drawing Sets etc. and Copyright:

The Consultant shall supply free of charge to the OIL, the adequate no. as specified elsewhere of following documents in soft as well as hard copy.

- i) Detail Project Reports with coloured drawings.
- ii) All the Drawings and estimates to be submitted to local authorities.
- iii) Complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications.
- iv) All working drawings for all the components (Good for Construction Drawings).
- v) Detailed estimates and rate analysis of all works.
- vi) Completion drawings and detailed documents.
- vii) Tender documents/tender drawings as per OIL requirements.
- viii) Fabrication Drawings of all equipment if any.
- ix) As built drawings after completion of project.

Note:

- 1. The scrutiny of the drawing, and designs by the OIL own supervisory staff, if any, does not absolve the Architects of their responsibility under the agreement. The Architects shall remain solely responsible for structural soundness of the design and other services
 - 2. The Architect firms/Consultant shall supply to the OIL copies of all documents, instructions issued to Architect firms/Consultant , if any, relating to the work, drawings, specifications, bill of quantities and also other documents as may be required.
 - 3. The Architects hereby agree that the fees to be paid as provided herein will be in full discharge of function to be performed by him and no claim whatsoever shall be against the OIL in respect of any proprietary rights or copy rights on the part of any party relating to the plans, models and drawings.
 - 4. While providing consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/any actions due to any such infringement. Consultant shall
-

keep OIL indemnified all the times and shall bear the losses suffered by OIL in this regard.

5. Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the meetings/presentations with Local Municipal Corporation Authorities/State/Client / OIL /Central Govt. or any other agency.
6. All designs and drawings shall be the property of OIL. The name and logo of OIL shall be pre-dominantly displayed on all the drawings and documents. The consultant shall not put his name or firms name on any of the documents/drawings on the DPR. The name of consultant shall be written as Consultant on all drawings/documents only after DPR is approved from all the concerned authorities.
7. The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with OIL .

7.0

This work will be named **“Architectural and Engineering consultancy services for planning, designing OIL Center of Excellence for Energy Studies (CoEES) building in Pipeline Headquarters (PHQ) Township in Guwahati including obtaining permission for local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.”**

8.0 Recommendation:

A committee with members from CoEES, Contracts, Civil, Electrical, IT and Finance will be constituted to finalize the criteria for eligibility of the consultant for the project, Evaluation criteria (BEC/BRC) for selecting the consultant after pre-bid conference and the payment terms and schedule. The following provisional execution philosophy of the project, payment terms, BEC/ BRC, Time Schedule and other terms & conditions for the smooth implementation of the project are recommends for approval please:

8.1 Execution Philosophy of the Project:

The execution philosophy for Construction & development of CoEES is proposed as under:

5. Inviting Expression of interest from parties having the requisite experience in providing consultancy for CoEES projects which has already been processed and in total 24 nos. of EOI have been received.
6. Short listing of parties based on OIL's Pre-qualification criteria is in process.
7. A bidders conference and site visit amongst eligible short listed bidders shall be organized at PHQ before bidding where the requirements of the CoEES will be explained to the eligible bidders and feed-back on the tender will be recorded.
8. Selection of **Architectural & engineering consultant** by the OIL, through

competitive bidding based on the offers against NIT and as per the selection process described in Para-11.0.

8.3 Payment:

8.2.1 The Consultancy Fee:

The OIL agrees to pay the Architect firms/Consultant fees for the professional services to be rendered by the consultant as herein above described under "Scope of Work" and elsewhere. The payment of fee to the Architect firm/consultant shall be restricted to the agreed percentage on the project cost. For the purpose of payment of fees, the project cost shall be **lowest** of the following:

1. **The actual cost of the project on completion; or**
2. **Estimated cost of the project put to tender.**

The above actual completion cost of the project on completion or estimated cost of the project put to tender shall **not** include the following:

2. Cost of land
2. Payment to statutory bodies/local authorities/State/Central Government.
3. Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
4. Any agency charges.
5. Contingencies charges
6. Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc.
7. Extra/substituted items, deviations (plus/minus)
8. Training equipment, furniture, computer, office equipment etc.

The fee shall include cost of planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with OIL/ visits to local authorities, etc. by the Consultant and or by their technical persons. The fees should also include cost of providing local representative (Architect / engineer) for day to day liaising, cost of all drawings and cost of hiring any consultant etc. complete. No payment in any other form shall be admissible.

The above fee at is inclusive of fee payable by the consultant to any other consultant/ Associate(s) and nothing extra shall be payable by the for this purpose. **The consultant shall be reimbursed the service tax subject to submission of proof of payment of service tax.**

8.2.2 Payment Milestones

Milestone achieved	Extent of payment
Stage:1 Visit to site, study of all OIL requirement and existing data, office space planning and on submitting conceptual designs and rough estimate	10% of the total fees payable as based on preliminary cost approved by OIL

of cost and its approval by OIL	
Stage:2 On submitting the Detailed project report (DPR) and the required preliminary scheme along with the preliminary estimate of cost and its approval by OIL as per the scope of work.	20% of the total fees payable as based on preliminary cost approved by OIL or approved DPR cost whichever is lower, less the payment already made
Stage:3 On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory/ local authorities, if required, including obtaining necessary approval from the Local /statutory authorities.	30% of the total fees payable as based on preliminary cost approved by OIL or approved DPR cost whichever is lower, less the payment already made
Stage:4 Upon preparation of detailed working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents including necessary assistance during tendering process	40% of the total fees payable as based on preliminary/DPR cost approved by OIL or Cost of the project put to tender whichever is lower, less the payment already made
Stage:5(During Execution of Work) On submitting working drawings and other details required for commencement of work at site.	50% of the total fees payable based on actual work done less payment already made .
f) a)On completion of 20% of the work g) On completion of 40% of the work h) On completion of 60% of the work i) On completion of 80% of the work j) On 100% Completion of the work	f) 60% of the total fees payable less payment already made g) 70% of the total fees payable less payment already made h) 80% of the total fees payable less payment already made i) 85% of the total fees payable less payment already made j) 90% of the total fees payable less payment already made
Stage:6 After successful commissioning of the project and obtaining appropriate GRIHA Rating and on submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings.	100% of the fees payable(based on the actual cost or estimated cost of the project put to tender whichever is lower) less payment already made at various stages and retainer

Percentage Completion Milestones:

- f) **20% Completion:** Completion of piling , pile cap and casting Tie beam
- g) **40% Completion:** Completion of structural work up to first floor level including basement if required.
- h) **60% Completion:** Completion of all Structural work up to roof slab level.
- i) **80% Completion:** Completion of all brick and plaster work, flooring , door frames, services, drainage system, Road system, water and sanitation system, HVAC services etc.
- j) **100%- Completion:** Completion of all interiors, painting, fitting doors and windows, all fitting and fixtures including sanitary fitting, electrical/ electronic fittings , AC, lift, etc. complete as per design scope and fit for occupation.

PAYMENT TERMS**8.4 Payment:****8.2.1 The Consultancy Fee:**

The OIL agrees to pay the Architect firms/Consultant fees for the professional services to be rendered by the consultant as herein above described under “Scope of Work” and elsewhere. The payment of fee to the Architect firm/consultant shall be restricted to the agreed percentage on the project cost. For the purpose of payment of fees, the project cost shall be **lowest** of the following:

1. The actual cost of the project on completion; or

2. Estimated cost of the project put to tender.

The above actual completion cost of the project on completion or estimated cost of the project put to tender shall **not** include the following:

3. Cost of land
2. Payment to statutory bodies/local authorities/State/Central Government.
3. Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
4. Any agency charges.
5. Contingencies charges
6. Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc.
7. Extra/substituted items, deviations (plus/minus)
8. Training equipment, furniture, computer, office equipment etc.

The fee shall include cost of planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with OIL/ visits to local authorities, etc. by the Consultant and or by their technical persons. The fees should also include cost of providing local representative (Architect / engineer) for day to day liaising, cost of all drawings and cost of hiring any consultant etc. complete. No payment in any other form shall be admissible.

The above fee at is inclusive of fee payable by the consultant to any other consultant/ Associate(s) and nothing extra shall be payable by the for this purpose. **The consultant shall be reimbursed the GST subject to submission of proof of payment of GST.**

8.2.2 Payment Milestones

Milestone achieved	Extent of payment
Stage:1 Visit to site, study of all OIL requirement and existing data, office space planning and on submitting conceptual designs and rough estimate of cost and its approval by OIL	10% of the total fees payable as based on preliminary cost approved by OIL

<p>Stage:2 On submitting the Detailed project report (DPR) and the required preliminary scheme along with the preliminary estimate of cost and its approval by OIL as per the scope of work.</p>	<p>20% of the total fees payable as based on preliminary cost approved by OIL or approved DPR cost whichever is lower, less the payment already made</p>
<p>Stage:3 On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory/ local authorities, if required, including obtaining necessary approval from the Local /statutory authorities.</p>	<p>30% of the total fees payable as based on preliminary cost approved by OIL or approved DPR cost whichever is lower, less the payment already made</p>
<p>Stage:4 Upon preparation of detailed working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents including necessary assistance during tendering process</p>	<p>40% of the total fees payable as based on preliminary/DPR cost approved by OIL or Cost of the project put to tender whichever is lower, less the payment already made</p>
<p>Stage:5(During Execution of Work) On submitting working drawings and other details required for commencement of work at site.</p> <p>k) a)On completion of 20% of the work l) On completion of 40% of the work m) On completion of 60% of the work n) On completion of 80% of the work o) On 100% Completion of the work</p>	<p>50% of the total fees payable based on actual work done less payment already made .</p> <p>k) 60% of the total fees payable less payment already made l) 70% of the total fees payable less payment already made m) 80% of the total fees payable less payment already made n) 85% of the total fees payable less payment already made o) 90% of the total fees payable less payment already made</p>
<p>Stage:6 After successful commissioning of the project and obtaining appropriate GRIHA Rating and on submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings.</p>	<p>100% of the fees payable(based on the actual cost or estimated cost of the project put to tender whichever is lower) less payment already made at various stages and retainer</p>

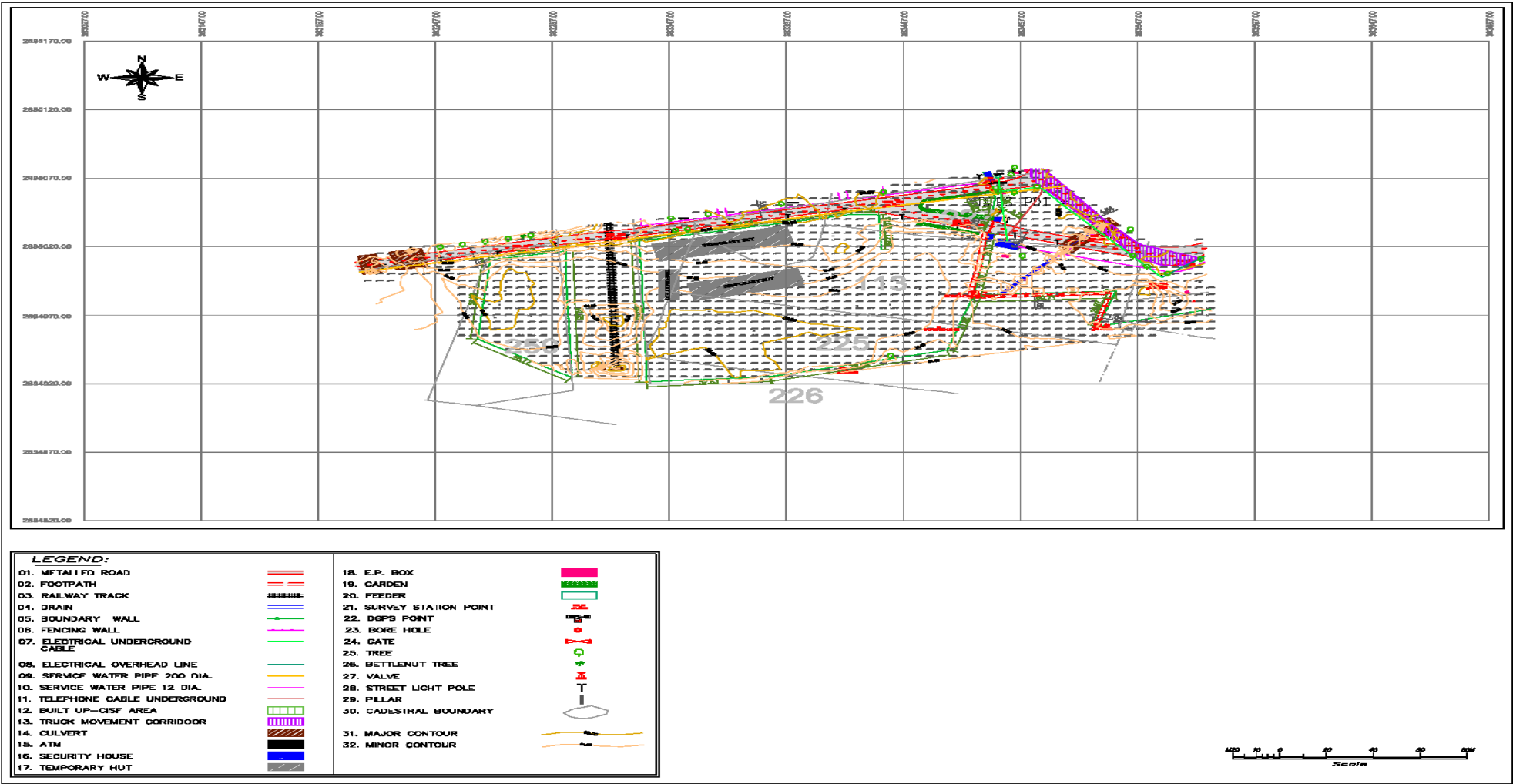
Percentage Completion Milestones:

- k) **20% Completion:** Completion of piling , pile cap and casting Tie beam
- l) **40% Completion:** Completion of structural work up to first floor level including basement if required.
- m) **60% Completion:** Completion of all Structural work up to roof slab level.
- n) **80% Completion:** Completion of all brick and plaster work, flooring , door frames, services, drainage system, Road system, water and sanitation system, HVAC services etc.
- o) **100%- Completion:** Completion of all interiors, painting, fitting doors and windows, all fitting and fixtures including sanitary fitting, electrical/ electronic fittings , AC, lift, etc. complete as per design scope and fit for occupation.

**OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS SECTION, PHQ
P.O. UdayanVihar – 781171, Guwahati, ASSAM**

SCHEDULE OF COMPANY’S PLANTS, MATERIALS& EQUIPMENT

- 1.0 The following Company’s materials will be issued to the contractor for use in the execution of works.
- (a) Materials : **NIL**
 - (b) Plants and equipment: **NIL**



**TO,
CM-CONTRACT
OIL INDIA LIMITED
Guwahati-781171**

SUB: SAFETY MEASURES

Description of work/service: Architectural and Engineering consultancy services for planning, designing OIL Center of Excellence for Energy Studies (CoEES) Building at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.

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. 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) 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.

(Seal)

Yours Faithfully

Date_____

M/s_____

FOR & ON BEHALF OF BIDDER

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

“Hiring the services of Project Management Consultant (PMC) for complete management of "Pipeline Rehabilitation Project - Phase I" of 575 Km

(IFB No: CGI2093P17)

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 Organisation "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

(A) 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.

(B) 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

substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (A) 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 to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during 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.
- (B) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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 3 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.

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 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor 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 Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
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 Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor, 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 (Three in number depending on
the size of the contract) (To be decided by the Chairperson of the Principal)**

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 Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Sub-contractor 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.
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.

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.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
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 intentions.

For the Principal

For the Bidder/Contractor

Place:

Witness 1:

Date:

Witness 2:

PRICE BID FORMAT

NAME OF WORK: -----

NAME OF ARCHITECT FIRM/CONSULTANT:

Sl. No.	Description	Consultancy fee to be quoted in percentage (In fig.) (in words) of the project cost
1.	THE FEES FOR RENDERING ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR SETTING UP OF THE PROPOSED OIL CoEES OFFICE BUILDING IN OIL PIPELINE HQ TOWNSHIP IN GUWAHATI IN ASSAM AS PER SCOPE OF WORK AND TERMS AND CONDITIONS OF THE TENDER /CONTRACT DOCUMENT INCLUDING SOIL TESTING AND PERIODIC SUPERVISION ETC. BUT EXCLUDING GOODS AND SERVICES TAX.	_____ %

The fee shall be inclusive for entire scope of work including, but not limited to, architectural services, detailed interior design, external development, landscape architecture, approvals, cost of models and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with OIL, visits to local authorities, etc by the Consultant and or by their technical persons, providing necessary documents and assistance to Project team for obtaining required GRIHA rating etc. The fees should also include cost of providing local representative (Architect / engineer) for day to day liaising

For the purpose of payment of fees, the project cost shall be **lowest** of the following:

1. The actual cost of the project on completion; or
2. Estimated cost of the project put to tender.

9.1 DETAILS OF GOODS AND SERVICES TAX

S.No.	Tax	Ceiling Amount on which the GST is applicable	Rate of GST (%)	Amount of GST

PRICE BID FORMAT**E-TENDER: CGI5463L18**

(a)	(b)	(c)	(d)	(e)
1)	GST		_____ %	

NOTE:

1. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,

2. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) alongwith his unpriced part.

3. The rate of GST indicated in this format shall be considered for statutory variation as per the provisions of bidding document.

4. **GST quoted above shall be considered for evaluation as per provisions of Bidding Document.**

5. Contractor shall indicate total GST amount payable under the contract in this format. However, if Services, to be provided by the Contractor, falls under the category defined under reverse charge rule of GST then the liability of deposition of GST to the tax authority by the Contractor, and by the Owner shall be dealt in accordance with Notifications issued on reverse charge rule of GST by Government of India from time to time.

Notes:

(i) Bidders are requested to quote for all the items mentioned above. Bids will be evaluated considering the entire requirement as above. **The Rates/amounts should be quoted by the Bidders inclusive of all applicable taxes and duties, however, GST payable to be shown separately.**

(ii) Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-A** for compliance.

Annexure –A**TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR**
(For Supplies/ Services during GST Regime i.e., New Tender)**INDIRECT TAXES/ GST**

-
10. *For the purposes of levy and imposition of GST, the expressions shall have the following meanings:*
- (b) *GST - means any tax imposed on the supply of goods and/or services under GST Law.*
 - (b) *Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.*
 - (c) *GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.*
11. ***The rates quoted by the bidders shall be inclusive of all taxes, duties and levies. However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. 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 in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. 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.***
12. *Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.*
13. *Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.*
14. *Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.*
15. ***When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)***
-

PRICE BID FORMAT

E-TENDER: CGI5463L18

Evaluation of L-1 prices shall be done based on Quoted price after deduction of Input Tax Credit (ITC) of GST, if available to OIL. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

When Input tax credit is NOT available for Set Off

Evaluation of L-1 prices shall be done based on Quoted price only. OIL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the bidders for additional payment/liability shall not be admitted and has to be borne by the bidders

16. *In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.*
17. *Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.*
18. *In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.*
10. *GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.*

PROFORMA - I
BID FORM

To
THE CM (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sub: IFB No. : **CGI5463L18**

Dear Sir,

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 services in conformity with the said conditions of Contract and Terms of Reference for the sum of ____ (Price not to be indicated) ____ stated below or such other sums as may be ascertained in accordance with the Price Bid Form attached herewith and made part of this Bid:

We undertake, if our Bid is accepted, to commence the work within (____) days calculated from the date of issue of Company's LOA.

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

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

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

Dated this _____ day of _____ 2016.

Signature and seal of the Bidder: _____

(In the capacity of) : _____

Name of Bidder : _____

PROFORMA – II

LETTER OF AUTHORITY

To
THE CM (CONTRACTS)
OIL INDIA LIMITED
(A Govt. of India Enterprise)
P.O. GUWAHATI-781171
DIST. KAMRUP(M)
ASSAM

Sir,

Sub: IFB No. **CGI5463L18**

We _____ confirm that Mr. _____
(Name and address) as authorized to represent us to Bid, negotiate and conclude
the agreement on our behalf with you against Invitation
No.: _____ for

**“Architectural and Engineering consultancy services for planning, designing
OIL Center of Excellence for Energy Studies (CoEES) Building at Pipeline
Headquarters (PHQ) Township, Guwahati including obtaining permission
from local authorities, soil testing, preparation of Bill Of Quantity and
periodic supervision during construction etc.”.**

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

Yours Faithfully,

Signature: _____

Name : _____

Designation: _____

For & on behalf of: _____

Note: This letter of authority shall be printed on letter head of the Bidder and
shall be signed by a competent person to bind the Bidder.

PROFORMA - III**STATEMENT OF NON-COMPLIANCE****(Only exceptions/deviations to be rendered)**

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

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

Authorised Person's Signature: _____**Name:** _____**Designation:** _____**Seal of the Bidder:**

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their bids.

If the “**Statement of Compliance**” in the above Proforma is left blank (or not submitted along with the technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

PROFORMA- IV

[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 Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall be signed by a competent person.

PROFORMA-V
FORM OF BID SECURITY (BANK GUARANTEE FORMAT)

To:
M/s. OIL INDIA LIMITED,
CONTRACTSSECTION,PHQ
GUWAHATI, ASSAM, INDIA, PIN -781171.

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, GUWAHATI, 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 _____ 2016.

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.

PROFORMA-VI**FORM OF PERFORMANCE BANK GUARANTEE-Not applicable**

(To be submitted by the successful bidder in case of award of contract)

To:

M/s. OIL INDIA LIMITED,
CONTRACTS SECTION
PIPELINE DEPARTMENT, GUWAHATI
ASSAM, INDIA, PIN -781 171.

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

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

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

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

This guarantee is valid until the -----day of -----

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

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK 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: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):

BANK DETAILS OF BENEFICIARY		
a	Bank Name	AXIS BANK
b	Branch Name	GUWAHATI
c	Branch Address	CHIMBER HOUSE, G.S.ROAD, DISPUR ASSAM
d	Banker Account No.	140010200027654
e	Type of Account	CURRENT ACCOUNT
f	IFSC Code	UTIB0000140
g	MICR Code	781211002
h	SWIFT Code	Axisinbb140
i	Contact No.	8876501401
j	Contact Person Name	Mr. Dibakar Ghaosh
k	Fax No.	Not available
l	Email Id	<u>Guwahati.branchhead@axisbank.com</u>

PROFORMA-VII

FORMAT FOR UNDERTAKING
(IN TERMS OF **TENDER NO. CGI5436L18**)
(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTORISED

To
CM-CONTRACTS
OIL INDIA LIMITED
GUWAHATI

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF TENDER NO
CGI5463L18

This is in connection with the Bid submitted by me/us, (Name of Bidder), against Tender No. **CGI5463L18** for “**Architectural and Engineering consultancy services for planning, designing OIL Center of Excellence for Energy Studies (CoEES) Building at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.**”

I/We, the afore mentioned Bidder against the subject tender, hereby declare that my/our quoted rates include the following -

- (a) Labour wages as per Minimum Wages Act and notifications issued by the Central Govt. from time to time, including P.F, insurance and Bonus.
- (b) Material and Equipment (if any) cost.
- (c) PPE cost.
- (d) IME (Initial Medical Examination) cost.
- (e) Other charges / cost including overheads, profit, insurance and handling charge..

I/We, the afore mentioned Bidder against the subject tender take note that minimum wages may increase from time to time as notified by statutory authority and Central Govt. and undertake that I/We shall not make Company (i.e. OIL) liable to reimburse me/us for such statutory increase in wage rates of the labours/workers engaged by me/us during the entire period of the contract, including extension if any. Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

I/We, the afore mentioned Bidder against the subject tender, further undertake that I/We will pay my/our workers the existing Daily wages as notified under the Minimum Wages Act from time to time by the Central Govt. and such statutory or any other increase in the wages rates including consequent increase in statutory contributions like provident fund etc. of contract labours engaged by me/us shall be borne solely by me/us during the entire period of the contract, including extension if any, without any cost implication whatsoever upon the Company.

I/We further agree and undertake that in case of any violation of the above undertaking, Oil India Limited (OIL) shall be at liberty to take appropriate action against me/us in terms of the Tender/Contract including but not limited to termination of contract and debarment from future business with OIL. I shall duly comply with all the statutory obligations, more particularly under applicable labour laws. I further agree and undertake that in case of any dispute or claims arise out of my non-compliance of statutory obligations under the Contract, by the Labourers engaged by me or by any statutory authorities, I shall only be responsible for the same and hold the Company harmless against such dispute or claims. I further authorize the Company, in the event of my default or non-compliance of any statutory obligations, to deduct/recover and adjust such amount or claim against my Bills due under the Contract or against any other existing or future Contracts with the Company including performance security.

I/We declare that the information given above is true and any misstatement, misrepresentation, or suppression of facts in connection with the above undertaking may entail rejection of the bid and cancellation of contract, if awarded.

Yours faithfully,

1. Authorized Signatory with Seal

(Bidder)

Place:-

Date:-
