IMPORTANT NOTE

TENDER NO.: LCP 7560 L16 DATED 18.06.2015

BID CLOSING DATE : 10.07.2015 at 14:30 Hrs.(IST) BID OPENING DATE : 10.07.2015 at 14:45 Hrs.(IST)

Limited Tender No. LCP 7560 L1 6 has been issued to the following 17(Seventeen) parties:

- 1. M/s. Pande & Associates.
- 2. M/s. Design Domain Pvt. Ltd.
- 3. M/s. Cascade India Design Solutions.
- 4. M/s. Habitat Computer Design Centre Ltd.
- 5.M/s. Sharma Architects.
- 6. M/s. Design Sanctuary.
- 7. M/s. Paradigm Designs Ltd.
- 8. M/s. Architects Dwg.
- 9. M/s. Jetainder Associates.
- 10. M/s. Habitat Design and Arts Pvt. Ltd.
- 11. M/s. Spa Design Consultants Pvt. Ltd.
- 12. M/s. Neha Gupta and Associates.
- 13. M/s. A2 Architects.
- 14.M/s. Design Tech.
- 15.M/s. Alig Architects.
- 16.M/s. Auditi Consultants.
- 17. M/s. B.P.Desigh Lounge.

In addition to the above 17 (seventeen) parties, any other party, interested to participate in this tender may apply with proper credentials to meet Bid Rejection Criteria(BRC) enclosed vide Annexure-III of the tender, so as to reach their application in the following office of Oil India Limited:

Group General Manager (Contract & Purchase) Plot No. 19, Sector 16A, Noida- 201 301.

NOTE:

- 1) Application must reach above office within 10 days of publication of tender in OIL's WEBSITE.
- 2)Tender document will be issued from the above office of Oil India Limited, to only those applicant who can submit all documentary evidences required in proof of meeting Bid Rejection Criteria (BRC) of the tender.



Plot No. 19, Sector 16A, Noida – 201301, U.P.

Phone: 0120 - 2419000 Fax: 0120 - 2488310

E-mail: corp c&p@oilindia.in Web Site: www.oil-india.com

(FORWARDING LETTER)

Tender No.	LCP 7560L16
Date	18.06.2015
Bid Closing Date	10.07.2015
Bid Closing Time	14 : 30 Hrs.(IST)
Bid Opening Date	10.07.2015
Bid Opening Time	14 : 45 Hrs. (IST)
Bid Security	Rs.15,000.00
Performance	2.5% of total
Security	contract value.

Sirs,

- 1. Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations for % lectrical Consultant for redesigning of the entire electrical system of OIL's Residential Complex, Plot No.250-C, Sector-15A, Noida.
- 2. The Scope of Work, General Terms and Conditions, and Schedule of Rates/Bidding Format are enclosed as under:

Annexure-I: General Terms and Conditions

Annexure-II: Scope of Work

Annexure-III: Bid Rejection Criteria(BRC)

Annexure-IV: Bidding Format for Consultancy Fee.

3. You may submit your most competitive offer in a sealed envelope super scribing the following details on the right hand top corner:

OILos Tender No	
Bid closing date	
Brief description of the job	
Bidders Name	

3.1. The sealed envelope containing the offer must be delivered at the Office of **Group General Manager(C&P)** at the following address before the Bid Closing Time and Date :

Group General Manager(C&P) Oil India Limited Plot No. 19, Sector-16A, NOIDA-201 301

3.2. Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of **Group General Manager(C&P)** at the above address.

Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any delay, wrong delivery or non-delivery of the bids.

3.3 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / time will get extended up to the next working day.

- **3.4** Offers or modifications to offers received after the Bid Closing date / time will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.
- **3.5** Your offer must include:
 - i) Tender No. & Date
 - **ii**) Full description of the service offered.
 - iii) Your rates as per the Bidding Format enclosed as Annexure . IV.
 - iv) Validity of minimum 60 days from the bid closing date.
- 4. All entries in the offer must be made in English. The offered rate must be firm and shall be both in figures and words. Deviations/conditions, if any, should be high-lighted. Offer should show the applicable Service Tax and all other applicable taxes.

5. Validity:

Offers must be valid for acceptance for a period of 60 (sixty) days from the Bid Closing date. Bidder must indicate validity of the offer in the quotation failing which it will be construed that offer is valid for 60 (sixty) days from the bid closing date.

- **6.** Offers must conform in all respects to the terms & conditions of the Tender. Deviations, if any, must be clearly and specifically stated.
- 7. OIL reserves the right to reject any or all tenders or to accept any tender either in full or in part without assigning any reason whatsoever.
- 8. By submitting a bid, a bidder will be deemed to have understood and satisfied himself the nature of service to be rendered and they have taken into account all conditions and difficulties that may be encountered during supply of the items.
- 9. Bid Rejection Criteria(BRC): Detailed BRC are given vide ANNEXURE- III to the tender. Bidder must enclose documentary evidences in proof of meeting the Bid Rejection Criteria with their offer.

10. <u>Time Schedule</u>:

The entire work is to be completed within 4 months from the date of award of the contract for the Consultancy Service of Architects for designing the interior works at Executive Dinning room and Cafeteria in OIL House. The Architect shall submit the time schedule in the form of bar chart of the following activities to be completed within the time schedule:

Stage 1

Ascertain the Companys requirements, examine the site constraints. Preparation of conceptual designs, preliminary estimate and presentation of scheme.

Stage 2

Modify the conceptual design incorporating required changes and prepare the detailed specification of items, bill of quantities, detailed architectural working drawing together with estimates of cost sufficient to invite Tender.

Stage 3

Scrutiny of bids received against tender floated on the basis of detailed specifications submitted by the consultant, preparation of comparative statement of tender & recommendation of Contractor to carry out the redesigning of the electrical system work.

Note: 15 days time is to be given to submit bids by the bidders/contractors for the redesigning work. Additionally, one week time will be required to complete the internal procedural formalities to award the contract for execution of the work.

Stage 4

Supervision of the work and certification of completion of work.

11.0 PROFESSIONAL FEES:

The Consultancy Fee will be paid in terms of percentage of the total awarded value of the work or the actual cost of execution of the work whichever is lower.

The above fee shall be deemed to include the cost of maintenance of necessary subordinate staff and all other expenditure which the Consultant may incur during the course of carrying out above work and rendering duties and services for this project as agreed upon. The consultant shall not be entitled to any payment or remuneration over and above the fees stipulated herein nor shall the Consultant be entitled to any extra payment or remuneration by reason or on account of any delay caused in one or the other.

The quoted fee is deemed to be exclusive of service tax which will be paid by OIL as extra.

- **11.1** Bidders should quote their Professional Fee in the Bidding Format (enclosed vide Annexure-IV) in terms of percentage of the total awarded value of the work or the actual cost of execution of the work whichever is lower.
- **11.2** Evaluation will be on the **\(\subset \)** owest Percentage+basis quoted by the bidders.
- 11.3 The Professional Fee quoted in terms of percentage should be exclusive of Service Tax. However, bidders must indicate the applicable Service Tax which will be to OILs account.

12. ENGINEERING PERSONNEL (MANPOWER):

The Consultant shall deploy the following minimum personnel for the Consultancy Services:

- Project Coordinator- BE(Electrical) with at least 5 years experience in Consulting
- Engineer-BE(Electrical) with at least 3 years experience in design & detailed engineering

Site Supervision:

- Engineer-BE(Electrical) with at least 3 years work experience OR Diploma (Electrical) with at least 5 years experience.

Necessary proof for the above personnel shall be submitted to OIL for approval prior to deployment.

In case of inadequate/incompetent services, OIL reserves the right to seek replacement and same shall be complied by the Consultant within one week of receipt of such notice from OIL.

13. PAYMENT TERM:

Professional Fee & other reimbursable expenses, if any, of the Consultant shall be paid in the following stages, consistent with the work done. Payment made to the Consultant are on account and shall be adjusted against the final amount payable. Payment will be made subsequent to production of invoices by the party. All the payments shall be subject to TDS and other deductions if any.

Stage 1

On submitting conceptual designs and preliminary estimate of the and presentation of scheme and its acceptance:

• 10% of the total fees payable based on the preliminary estimate of Consultant.

Stage 2

On submitting the detailed specification of items, bill of quantities, detailed architectural working drawing together with estimates of cost, sufficient to invite Tender.

• 40% of the total fees payable less payment already made based on the preliminary estimate of the Consultant.

Stage 3

On scrutiny of bids received against tender floated on the basis of detailed specifications submitted by the Consultant, preparation of comparative statement of offers received against tender & recommendation of Contractor to carry out the work.

 70% of the total fees payable less payment already made based on the preliminary estimate of the Consultant.

Stage 4

During the course of execution of the work

80% of the total fees payable less payment already made in consistent with the value of work from time to time and commensurate with the progress of the work.

Stage 5

On completion of work

100 % of the total fees payable less payment already made.

14.0 For any clarification bidders may contact :

Mr. D.C. Nath Dy. Chief Engineer (Civil) OIL INDIA LIMITED, Plot No. 19, Sector 16A NOIDA 201301 Mobile No. 08826086789

15.0 <u>Termination</u>:

OIL reserves the right to terminate the contract, with 15(Fifteen) days written notice without assigning any reasons whatsoever. The contractor will however be paid for the services rendered before termination.

Thanking you,

Yours faithfully, OIL INDIA LIMITED

(Ms. A.Doley) Chief Manager Materials For Group General Manager (C & P) For Chairman & Managing Director

ANNEXURE I

OIL INDIA LIMITED

(A Government of India Enterprise) Plot No. 19, Sector 16A, Noida - 201301 Phone: 0120 - 1419000 Fax: 0120 - 2488310

E-mail: oilindia@oilindia.in Web Site: www.oil-india.com

GENERAL TERMS AND CONDITIONS

1.0 TRANSFERABILITY OF BID DOCUMENTS:

- 1.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 1.2 Unsolicited offers will not be considered and will be straightway rejected.
- 1.3 Employees of Oil India Limited are prohibited from quoting and also from getting others to quote on their behalf.

2.0 COST OF BIDDING:

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 AMENDMENT TO BIDDING DOCUMENTS:

At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments in writing.

4.0 <u>CONTENTS OF OFFERS</u>:

- 4.1 Offer should be in English. The Price Schedule shall be furnished by the bidder as per proforma vide Annexure II. The prescribed proforma duly filled in and signed should be returned intact whether quoting for any service or not. When any service is not being quoted by the Bidder, the corresponding space should be filled up by the words õNot Quotingö. The Price Schedule shall be complete and free from ambiguity, change or interlineations.
- 4.2 Offered rates should be kept firm through completion of the Contract duration.
- 4.3 Taxes, duty etc, if any, should be shown separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

4.4 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence.

4.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

4.6 **Bidders should offer firm prices**.

Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

4.7 **<u>VALIDITY</u>**:

Offers must be valid for acceptance for the minimum period of 60 days, unless otherwise specified, counted from the Bid Closing Date as indicated in the covering page. Offers without the minimum validity period will be liable for rejection. In the absence of any categoric mention regarding validity of the offer, it will be construed that the offer is valid as called for in the covering page and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

4.8 VAGUE AND INDEFINITE EXPRESSIONS:

Any vague and indefinite expressions will not be considered.

5.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL & terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL & requirement may be rejected without seeking any clarification.

6.0 DOCUMENTS COMPRISING THE BID :

- 6.1 The bid prepared by the bidder shall comprise the following components, duly completed:
 - a) Bidding Format for Consultancy fee (Refer Annexure-IV)
 - b) Bid must accompany necessary literature/catalogue of the product, wherever required.
 - c) Exceptions/Deviations Statement, if any
 - d) Authorisation letter for attending Tender Opening (enclosed)

7.0 SUBMISSION OF OFFER:

- 7.1 In the event of receipt of only a single offer against the tender within the B.C. date OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date, shall not be permitted to revise their quotation.
- 7.2 Bidders, in their own interest, are advised to drop their offers personally in õLOCAL TENDER BOXö at C & P department at NOIDA. Alternatively they may send the same through Registered Post/courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.
- 7.3 Bids must be submitted in original. No offer should be sent by Telex / Cable / Fax / E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

8.0 DEADLINE FOR SUBMISSION OF BIDS:

- 8.1 Offers must be received at the office of the Sr. Adviser(C & P), Oil India Limited at NOIDA by the Bid Closing Date & time mentioned in the Notice Inviting Tender (NIT).
- 8.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

9.0 MODIFICATIONS AND CLARIFICATIONS OF BIDS:

- 9.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.
- 9.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

10.0 EXTENSION OF BID SUBMISSION DATE:

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

11.0 RETURN OF LATE BIDS:

Bids received after Bid Closing Date & time will be treated as õLate Bidsö. In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.

12.0 **OPENING OF TENDERS**:

- 12.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure IV enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 12.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

13.0 COMPLIANCE WITH TENDER:

- 13.1 Bidder offer must conform in all respects with the applicable specifications, terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. If the bidder does not superficially mention about any deviations from the tender terms and conditions, it will be construed that they have agreed to comply with all the terms and conditions of the tender.
- OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the terms and conditions stipulated in this tender without assigning any reason.

14.0 OIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

OIL reserves the right to accept / reject or prefer any offer either in full or in part or annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

15.0 BANKING CHARGES:

All banking charges will be to the bidder's account.

16.0 ASSIGNMENT:

The Bidder/ Contractor shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/ Contractor of any of his obligations which might have arisen before such permission was given.

17.0 **BID SECURITY**:

- 17.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT and shall be in the prescribed format (Annexure V) in one of the following forms:
 - i) A Bank Guarantee from any scheduled Indian Bank. The Bank Guarantee shall be valid for 3(three) months from the bid closing date and shall be enforceable at NOIDA/Delhi.
 - ii) Bank draft in favour of OIL INDIA LIMITED and payable at NOIDA.
- 17.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.
- 17.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank:
 - (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 17.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.
- 17.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 17.1 and 17.2.1 will be rejected outright without any further reference.
- The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder furnishing the Performance Security to OIL in the prescribed format (Annexure VI) against the Purchase Order secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance Security in conformity with Clauses 18.0 below as the case may be, is furnished.
- 17.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder scost.
- 17.6 Bid Security will not accrue any interest during its period of validity or extended validity.
- 17.7 The Bid Security will be forfeited:
 - a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 15 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier

18.0 **PERFORMANCE SECURITY**:

18.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure - V) herewith within 15 days of the receipt of the notification of award of Contract, failing which OIL reserves the right to cancel the award of Contract and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above. Performance Security should be for an amount as mentioned in the Forwarding Letter. The Bank Guarantee issued by any Scheduled Bank should be kept valid for six more month than the validity of the Contract and extensions thereto. Alternatively the successful bidder can submit the Performance Security in the form of Bank Draft for the amount mentioned above. Performance security in any

form will be returned to the Contractor only after six months after the validity of the Contract and extensions if any.

- In the event of Bidderøs failure to discharge their obligations under the Contract, the Performance Security shall be forfeited in part or full without any further reference to the Bidder.
- 18.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee or Bank Draft.
- 18.4 The Bank Guarantee will have to be given from the Scheduled Bank on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.
- 18.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank
 - (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Contract issued/placed on the Contractor shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Contractor shall be invoked without any further reference.
- 18.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.
- 18.8 Performance Security amount will not accrue any interest.

19.0 RETENTION MONEY: NOT APPLICABLE

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20.0 LIQUIDATED DAMAGES:

The Contractor shall mobilize their personnel and equipment within the specified time for commencement / completion of services as mentioned in the notice of award of contract. In the event of the Contractor & default in timely commencement/ completion of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement / completion as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

21.0 FORCE MAJEURE:

21.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

- 21.2 The term õForce Majeure" as used herein shall mean ÷Acts of Godøincluding Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 21.1 and which renders performance of the contract by the said party completely impossible.
- 22.0 The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India. The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the contractor. Oil India Ltd shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmenøs Compensation Act or any other Act (s) applicable. The Contractor shall comply with provisions of various labour laws enacted by the Central / State Government, as amended from time to time. All statutory requirements / obligations there under, as may be applicable to the contract labour, will have to be adhered to by the contractor and any failure on his part on this account shall be responsibility of the contractor. The contractor will abide by rules, regulations, by-laws and statues, imposed by the Government and other local authorities etc. The Contractor has to ensure that the payment of wages / salaries / allowances / overtime etc shall be subject to the minimum wage rates notified by the State Govt. from time to time. The payment of wages shall be made directly by the contractor to his staff and not through thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions. Any financial liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of contractor. The contractor shall keep Oil India Ltd indemnified for any claims/ damages / disputes that may arise under any provision of law at any point of time during the currency of the contract or thereafter for the relevant period.

23.0 <u>ARBITRATION</u>:

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL

(End of Annexure-I)

SCOPE OF WORK:

A) INTRODUCTION:

Design of Electrical Power System will be done in the following areas:

- i) OIL Residential Colony including community hall at Sector-15A, Noida
- ii) Servant Quarters Colony, Sector-15A, Noida
- iii) Area Lightning System

OIL Residential colony comprises of five (5) blocks of (G+3) building, each having 8 flats. Total numbers of flats is 40 (forty).

Servant Quarter Colony comprises of 40 numbers flat in four (4) blocks of buildings.

B) SCOPE OF WORK:

It is now envisaged to engage a Consultant for redesigning the electrical system for the above. The scope of work includes the following:

- 1) Preparation of conceptualized design of electrical power distribution system including Gen-Set System with all requisite safety protection. Broadly, it includes Power Supply System, Earth Protection System, Lightning Protection System, Lighting System, Fire Protection System for the electrical facilities.
- 2) Preliminary estimate including its presentation. Modification if desired by OIL are to be incorporated in the scheme including submission of report along with the project cost and bar chart for approval of OIL.
- 3) Preparation of detailed engineering working drawings including design, drawings, schematics and single line diagram (SLD) etc.
- 4) Preparation of details of specification & item of works, bill of quantities for the estimate by using latest CPWD Schedule of rates / Market rates including the items of procurement if any.
- 5) Preparation of tender documents in consultation with OIL representative, scrutiny of tender document received, preparation of comparative statement and recommendations of vendor and any other jobs pertaining to finalization of contract for electrification works.
- 6) Formulation of QAP / ITP (Quality Assurance Plan & Inspection Test Plan
- 7) Supervision of electrification works, revision / detailing of drawings to clarify the vendors for its execution in case of confusions and certification.

C) COMPLIANCE TO RULES, CODES AND STANDARDS:

The design and specifications for the various items shall be in conformance to applicable BIS Codes and Specifications, Indian Electricity Rules, Oil Industry Safety Directorate Standards-110,137,173,117 &118, National Building Code-2005, Factory Rules, Local Laws, Pollution Control Board Norms & Rules and Sound Engineering practices.

D) DRAWINGS & DOCUMENTS:

All drawings / documents shall be submitted in the form of soft copy by email followed by one hard copy. Two hard copies of AFC (Approved for Construction) Drawings and soft copy shall be submitted. Quoted rates are deemed to include furnishing up to three revisions of drawings prior to AFC drawings.

All bid documents shall be furnished with bid drawings (for the purpose of bidding only).

E. CEA APPROVAL:

The Consultant shall assist OIL and its Contractor(s) in providing any technical clarifications on the Electrical Power System to CEA including liasoning.

F. QUANTITY ESTIMATION & MARKET RATE ANALYSIS:

The Consultant shall provide quantity break-up, quantity estimation and Market rate analysis considering the cost of bought out items, labour components, etc as applicable duly accompanied by brochures, catalogs, etc.

G. APPROVED MAKES:

The Consultant shall provide at least three alternative makes/brands as far as possible for the various bought out items and there shall preferably be not more than 10% cost difference between equivalent makes. The consultant shall selected Brands/makes with BIS approval, ISO 9001 certification and/or state-of-the-art testing & manufacturing facilities; indigenous makes shall be adopted to the maximum extent.

H. CO-ORDINATION WITH OIL:

The Consultant shall visit OIL office at OIL House, Plot No.19, Sector-16A, Noida for technical discussions as required.

I. REPORTS

A monthly report capturing the status of drawings, documents and pending items shall be furnished to OIL.

J.ENGINEERING PERSONNEL:

As already mentioned under the heading MANPOWER in the forwarding letter, the Consultant shall deploy the following minimum personnel for the Consultancy Services:

- Project Coordinator- BE(Electrical) with at least 5 years experience in Consulting
- Engineer-BE(Electrical) with at least 3 years experience in design & detailed engineering

Site Supervision:

Engineer-BE(Electrical) with at least 3 years work experience OR Diploma
(Electrical) with at least 5 years experience.

Necessary proof for the above personnel shall be submitted for OIL approval prior to deployment.

In case of inadequate/incompetent services, OIL reserves the right to seek replacement and same shall be complied by the Consultant within one week of receipt of such notice from OIL.

I. **BID REJECTION CRITERIA (BRC)**:

The bidder shall be a consultancy firm/company submitting proposal for the project must fulfil the following criteria, without which the bid shall be rejected:

- A) The bidder shall have experience in following jobs during last 7 (seven) years in central Govt./State Govt./PSU/Public Limited Company ending last day of the month previous to the one in which bids are invited which should meet the following:
 - i) Minimum one number of project management consultancy services in the area of power system studies.
 - ii) Minimum one number of project management consultancy services in the area of power distribution network.
- B) The bidder must have experience of successfully completed consultancy jobs in any one of the areas or combining all the areas as in Para (A) above, of the following magnitude:

One contract of minimum value Rs.5.83 lakh only

OR

Two contracts of minimum value Rs.3.65 lakh each

OR

Three contracts of minimum value Rs.2.20 lakh each

C) The Bidder must have minimum annual average financial turnover of Rs.2.19 lakh during the last three financial years ending on 31.03.2015.

D) **DOCUMENTARY EVIDENCE**:

List of documents to be submitted by the Bidder are as under:

- a) Annual Profit and loss account for last three Financial Year ending March'2015.
- b) List of similar jobs as mentioned in para (a) of BRC with worth in terms of Rupees in (i) one contract (ii) two contracts (iii) three contracts), as mentioned in para (b) of BRC (Copy of Purchase order/ Work order/certificate of completion).
- c) Manpower strength of the consulting firm with following qualifications.
- BE(Electrical) with at least 5 years' experience in the respective field for Project Coordinator
- Engineer-BE(Electrical) with at least 3 years' experience in design & detailed engineering
- Engineer-BE(Electrical) with at least 3 years work experience OR Diploma (Electrical) with at least 5 years' experience for site supervision.

Bidding Format for Consultancy Fee

SI. No.	Description	Consultancy Fee in %	Service Tax, if any
1.	Consultanty services for redesigning of the entire electrical system of OIL's Residential Complex, Plot No.250-C, Sector-15A, Noida.		

Note:

- 1.0The Consultancy Fee will be paid in terms of percentage of the total awarded value of the work.
- 2.0 The above fee shall be deemed to include the cost of maintenance of necessary subordinate staff and all other expenditure which the Consultant may incur during the course of carrying out above work and rendering duties and services for this project as agreed upon. The consultant shall not be entitled to any payment or remuneration over and above the fees stipulated herein nor shall the Consultant be entitled to any extra payment or remuneration by reason or on account of any delay caused in one or the other.
- 3.0 The quoted fee should be exclusive of service tax. However, bidder should mention the applicable rate of Service Tax in the above bidding format.

Authorisation Letter for attending tender opening

To

Designation:

FORM OF BID SECURITY (BANK GUARANTEE)

To:	
Group general Manag	jer(C & P)
OIL INDIA LIMITE	D
Plot No. 19	
Sector-16 A NOIDA-	201 301

its

3	ector-10 A, NOIDA-201 301		
service (herein present "Bank" and tru these p	EAS, (Name of Bidder) (hereinafter of the provision of celes (hereinafter called "the Bid") against OIL INDIA LIMITED, hafter called the Company)'s tender No.: KNOW ALL Materials that we (Name of Bank) of (Name having our registered office at (hereing of are bound unto the Company in the sum of (*) for which puly to be made to Company, the Bank binds itself, its successors and appresents. SEALED with the common seal of the said Bank this 20	Noida, Ir IEN BY th of Coun nafter ca payment v assignees	ndia lese try) lled well s by
THE CO	ONDITIONS of this obligations are :		
(1)	If the Bidder withdraws/modifies their Bid during the period of Bid	vali	dity
specifie	ed by the Bidder; or		
(2)	If the Bidder, having been notified of acceptance of their Bid by the	Compan	У
during	the period of Bid validity:		
	(a) Fails or refuses to execute the form of agreement in accordance	with	the
	Instructions to Bidders; or		
	(b) Fails or refuses to furnish the Performance Security in accordance	with	the
	Instructions to Bidders;		
We ur	ndertake 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 su	bstantiate	9
deman	d provided that in its demand Company will note that the amount claim	ed by it	is

due to it owing to the occurrence of one or both of the two 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.

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 90 days from the date of Bid Closing.

PERFORMANCE BANK GUARANTEE

Oil India Limited,