



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्यम)
Oil India Limited
(A Government of India Enterprise)

Plot No. 19, Sector 16A, Noida – 201301, U.P.
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HIRING ARCHITECTURAL AND ENGINEERING CONSULTANCY SERVICES FOR REDEVELOPMENT OF OIL'S PROPERTY AT M-125, GK-II, NEW DELHI

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ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Durgapur, Assam

Plot No. 19, Sector 16A,
Noida – 201301, U.P.
Phone: 0120 - 2419000
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E-mail: oilindia@oilindia.in
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S E C T I O N - I

C O V E R I N G N O T E

1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites quotations under Single Stage Two Bid System through its online e-procurement portal, from experienced and competent domestic bidders for **Hiring Architectural and Engineering Consultancy Services for redevelopment of OIL's Property at M-125,GK-II, New Delhi**. BIDDERS are requested to submit your most competitive bid well before the scheduled Bid Closing date and time. For your ready reference, few salient points (covered in details in this Bid document) are high-lighted below:

i.	Service Description	Hiring Architectural and Engineering Consultancy Services for redevelopment of OIL's Property at M-125,GK-II, New Delhi as Oil India Management Center having Guest House, parking facility and meeting room
ii.	Tender No.	: CLI3858P20 Dated 17.02.2020
iii.	Type of Bid	: Single Stage two Bid System
iv.	Tender Fee	Not applicable
v.	Bid Closing Date & Time	: 20.03.2020 (02.00 PM)
vi.	Bid Opening Date & Time	: 20.03.2020 (03.00 PM)
vii.	Bid to be submitted	: Through OIL's e-procurement portal https://etender.srm.oilindia.in/irj/portal a) Bidders without having E-tender Login ID and Password should complete their online registration at least seven (7) days prior to the scheduled bid closing date and time of the tender. For online registration, Bidder may visit the OIL's E-tender site https://etender.srm.oilindia.in/irj/portal .

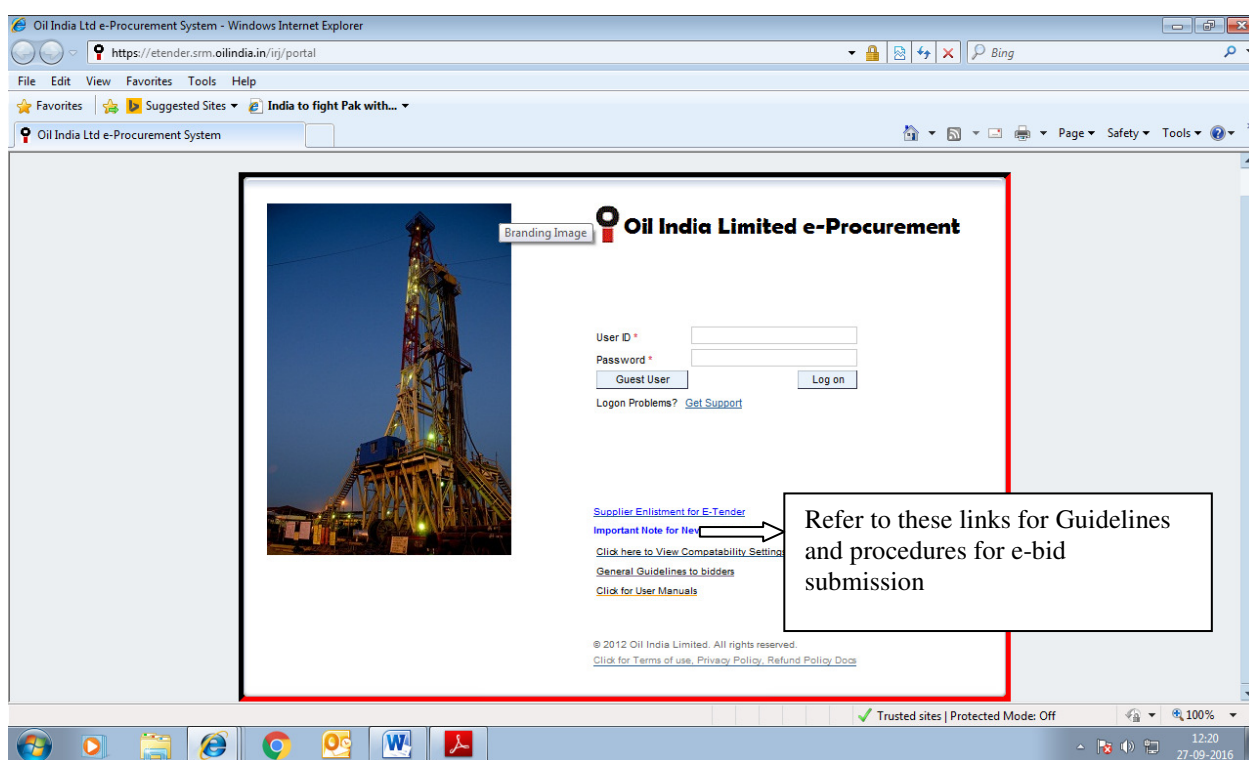
		b) Necessary Login ID & Password will be issued by OIL only after submitting the complete online registration by the Bidder. In the event of late registration / incomplete registration by Bidder, OIL INDIA LIMITED shall not be responsible for late allotment of User ID & Password and request for bid closing date extension on that plea shall not be entertained by Company.
viii.	Bid Opening Place	: OIL House, Plot No. 19, Sector-16A, NOIDA 201 301, UTTAR PRADESH.
ix.	Bid Validity	: 120 days from scheduled bid closing date.
x.	Bid Security amount	<p>: Rs.1,71,000.00 (non-interest bearing)</p> <p>The Bid Security should be submitted in any of the following forms:</p> <p>a. DD / Bank draft / Cashier cheque in favour of OIL INDIA LIMITED and payable at NOIDA/Delhi.</p> <p>b. Bank Guarantee (in specified format) issued by Nationalized / Scheduled Bank. Bank Guarantee shall be valid for 150 days from scheduled bid closing date</p> <p>c. Alternately, Bid Security can also be paid through the online payment gateway against this tender.</p> <p>d. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee/DD/ Bank draft / Cashier cheque, the original hard copy of Bid Security should reach office of Executive Director (Contracts & Purchase), OIL House, Plot No.19, Sec-16A, NOIDA by 02.00 PM (IST) on the bid closing/opening date otherwise bid will be rejected.</p> <p>e. A scanned copy of Bid Security document should also be uploaded along with the Techno-Commercial Bid documents.</p> <p>f. No other mode of payment will be accepted by the Company.</p> <p>g. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected.</p> <p>h. The Bid Security shall not earn any interest to the bidder from the Company.</p>

		<p>Notes:</p> <p>a) MSEs Units who are already registered with District Industry Centers or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME are exempted from payment of Bid Security (EMD). Bids without EMD shall be rejected, if the technical offer does not include a valid copy of MSE Certificate issued by appropriate authority.</p> <p>b) However, Purchase Preferences allowed under PPP [Public Procurement policy] for Micro and Small Enterprises is not applicable for this tender as bids will be evaluated on the basis of Quality & Cost Based Selection Methodology.</p>
xi.	Bid Security Validity	: 150 days from scheduled bid closing date
xii.	Amount of Performance Security	: Not applicable
iii.	Duration of Contract	: Thirty (30) months
xiv.	Bids to be addressed to	: General Manager (Contracts & Purchase) OIL House, Plot No.19, Sec-16A, NOIDA-201301

1.1 **EXEMPTION OF BID SECURITY:**

- a) Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid Security.
- b) Bidders, who are Micro and Small Enterprises 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 (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security irrespective of monetary limit mentioned in their registration. Such Bidders shall upload copy of the valid registration certificate issued by the authorities as above along with their Technical bids.

- 1.2 All corrigenda, addenda, amendments, time extension, etc. to the tender will be hosted on OIL website only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website to keep themselves updated.
- 2.0 This tender is invited under SINGLE STAGE TWO BID SYSTEM. The prescribed Bidding Format for submission of bids are available in the Technical RFx -> External Area -> Tender Documents. The general details of tender can be viewed by opening the RFx [Tender] under RFx and Auctions. The details of tender are uploaded under Technical RFx.
- 3.0 Bidders are requested to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements, guidelines and procedure for OIL's e – tenders. A screen shot of the OIL's e-portal is given below for ready reference:



- 4.0 For convenience of the qualified Bidders and to improve transparency, the rates/ costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates/ costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. Bidders must upload their detailed Price Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any

responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven days from the date of Price-Bid opening of the e-tender.

5.0 Online Bids should be submitted latest by 14:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief General Manager(C&P) in the presence of authorized representative of the bidders.

6.0 INTEGRITY PACT:

OIL shall be entering into an Integrity Pact with the bidders as per the format enclosed vide ANNEXURE-II of the tender document. Each page of this Integrity Pact Proforma has been duly signed by OIL's Competent Signatory. The Proforma has to be uploaded by the Bidder (along with the Technical Bid) duly signed by the same Signatory who 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.

6.1 NAME OF INDEPENDENT EXTERNAL MONITOR:

Independent External Monitor (IEM) for OIL to oversee implementation of Integrity pact are:

1. SHRI RAJIV MATHUR, IPS (Retd.),
Former Director, IB, Govt. of India
E-mail Id : rajivmathur23[at]gmail[dot]com
2. SHRI JAGMOHAN GARG,
Ex-Vigilance Commissioner, CVC
e-Mail id: jagmohan.garg@gmail.com
3. SHRI RUDHRA GANGADHARAN, IAS (Retd.),
Ex-Secretary, Ministry of Agriculture
e-mail id: rudhra.gangadharan@gmail.com)

7.0 Online Bids should be submitted latest by 14:00 Hrs. (IST) (OIL's e procurement Portal Server Time) on the Bid Closing date of the e-tender. Tender will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief General Manager(C&P) in the presence of authorized representative of the bidders.

8.0 Interested bidders may contact the following person for any technical clarifications/ site inspection etc. against the tender:

Mr. Dulal C Nath
DGM(Civil) ,Oil India Ltd
Plot NO 19 ,Sector 16A ,
Noida , UP
Mobile:8826086789

9.0 For technical support on various matters viz. Online registration of vendors, Resetting of Passwords, submission of online bids etc. vendors should contact OIL's ERP MM Dept. at Duliajan, Dibrugarh Dist., Assam at following:

Tel Nos. = 0374-2807178 / 0374-2804903; Email id = erp_mm@oilindia.in.

Office Timing: 07.00 AM-11.00AM & 12.30PM -3.30PM (From Monday to Friday)

: 07.00AM – 11.00AM (on Saturday)

10.0 All addenda, Corrigenda, time extension etc. to the tender will be hosted on above website and e- portal only and no separate notification shall be issued in the press. Bidders should regularly visit above website and e-portal to keep themselves updated.

We now look forward to your valuable offer through OIL's e-portal against the tender.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(Anurag Gohain)
Deputy General Manager (C&P)
e-mail: anurag_g@oilindia.in
Mob: 9810486579
For General Manager (C & P)
For Chairman & Managing Director

(END OF SECTION -I)

SECTION – II

INSTRUCTION TO BIDDERS

1.0 The tender is invited under SINGLE STAGE-TWO BID SYSTEM. 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.

A. BIDDING DOCUMENTS

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

- a) A Forwarding Letter (**SECTION-I**) highlighting the following points:
 - i) Oil India Limited's Tender No.
 - ii) Type of Bidding
 - iii) Bid closing date and time.
 - iv) Bid opening date, time and place.
 - v) Bid opening place
 - vi) The amount of Bid Security
 - vii) The amount of performance guarantee.
 - viii) Contract Period.
- b) Instructions to Bidders (**SECTION - II**)
- c) General Terms and Conditions (**SECTION - III**)
- d) Scope of Services (**SECTION - IV**)
- e) Bidding Format (Attached under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal): (**SECTION - V**)
- f) Bid Rejection Criteria /Bid Evaluation Criteria (**SECTION - VI**)
- g) Technical Qualification Sheet (**ANNEXURE-A**)
- h) Illustration of Bid Evaluation (**ANNEXURE-B**)
- i) Details of interior designing consultancy assignments completed (**ANNEXURE-C**)
- j) Public procurement policy for MSEs (**ANNEXURE-I**)
- k) Integrity Pact (**ANNEXURE-II**)
- l) General HSE Points (**ANNEXURE-III**)
- m) Undertaking of authenticity of information/documents submitted (**ANNEXURE-IV**)
- n) Confidentiality and Non- disclosure Agreement (**ANNEXURE-V**)
- o) **PROFORMAS (From I to VII)**

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum //Corrigendum.
- 3.2 The Amendments to the NIT after its issue will be published on OIL's website only. Revision, clarification, addendum, corrigendum, time extension etc. to the tender will be hosted on OIL website only. No separate notification shall be issued in the press. Prospective bidders are requested to visit website regularly to keep themselves updated.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

- 4.1 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 version which shall govern for the purpose of bid interpretation.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single stage Two Bid System and shall comprise of following components:

(A) **UN-PRICED TECHNO-COMMERCIAL BID:**

- i. Bid Documents duly filled up as indicated.
- ii. Complete technical details / specifications of the Services as per Tender Requirement
- iii. Documentary evidence in accordance with BEC / BRC
- iv. Documentary evidence in accordance with Technical Evaluation Sheet
- v. Details of Past experience on Interior Designing Consultancy as per PROFORMA-V
- vi. Statement of Non-Compliance & Commercial Checklist
- vii. Integrity Pact Format(ANNEXURE-II) duly signed by authorized representative
- viii. Undertaking of authenticity of information/documents submitted as per ANNEXURE-III
- ix. Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee and DD/ Bank Draft should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- x. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the bidder, **in original.**

Note: A notarized true copy of the “Power of Attorney” shall also be accepted in lieu of the original, if the power of attorney is a general “Power of Attorney”. However, photocopy of such notarized true copy shall not be accepted.

- xi. Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**

Note: Please note that no price details should be uploaded along with the UN-PRICED TECHNO-COMMERCIAL BID

(B) PRICED BID:

- i The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the “BIDDING FORMAT” (SECTION-V) attached under “**Notes and Attachments**” tab in the main bidding engine of OIL’s e-Tender portal. The price quoted in the “BIDDING FORMAT” will only be considered for evaluation.
- ii Offer should be inclusive of any Tax, Duty, etc., as applicable. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

6.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

6.1 These are listed in Bid Evaluation Criteria / Bid Rejection Criteria of Section –VI

7.0 BID SECURITY:

Bidder shall furnish as part of its bid, Bid Security for the amount as specified in the "Covering Note".

7.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture of the Bid security, pursuant to sub-para 8.7 below.

7.2 All the bids must be accompanied by Bid Security in ORIGINAL for the amount as mentioned in the FORWARDING LETTER and shall be in any one of the following forms :

- a) A Bank Guarantee in the OIL's prescribed format enclosed with the NIT as PROFORMA-II prescribed format issued from any scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank only will be acceptable.

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

Bank Guarantee issued by banks in India should be on non-judicial stamp paper of requisite value as per Indian Stamp Act, purchased in the name of issuing Banker.

Bank Guarantee shall be valid for 150 days from the scheduled bid closing date.

Bank guarantee with any condition other than those mentioned in OIL's prescribed format shall not be accepted and bids submitted by bidders with such Bank guarantee will be liable for rejection.

Bank Guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Noida or alternatively at Delhi.

- b) Demand Draft, Banker's Cheque drawn in favour of OIL INDIA LIMITED and payable at NOIDA/ DELHI.
- c) Online direct deposit of Bid security amount in OIL's bank account through e-procurement portal in case of e-tender.

NOTE: In case of online submission of Bid security by bidder, the amount will be refunded only after adjusting bank charges, if any. The bank charges will be to bidder's account. However, the Bid Security will be governed by the terms and conditions of the Bid document.

7.3 Any Bid not accompanied by a proper bid security in accordance with above-mentioned sub-clauses 7.1 & 7.2, shall be rejected outright by the Company as non-responsive without any further reference.

7.4 Bid Security of unsuccessful bidders will be discharged after finalization of the tender.

7.5 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing valid and proper Performance Security to OIL as per the contract. Successful bidder will however, ensure validity of the Bid Security till such time the Performance Security in conformity to relevant clause of tender is furnished.

7.6 The Bid Security shall be forfeited:

- (a) If a Bidder withdraws their Bid during the period of (including any subsequent extension) specified by the Bidder or any extensions thereof agreed to by the bidder, and / or
- (b) If the bidder having been notified of the acceptance of their bid by the Company during the validity period of the bid including extension agreed to by the bidder:
 - i) Fails or refuses to accept LOA/contracts and /or
 - ii) Fails or refuses to furnish Performance Security.

- (c) If a bidder furnishes fraudulent document / information in their bid and subsequent clarification against the tender /contracts.

7.7 The scan copy of the original Bid Security in the form of Bank Guarantee / DD/ Bank Draft shall be uploaded by the bidder along with the their Bid in OIL's e-portal. The original Bid Security shall be submitted by bidder in a sealed envelope & must drop in the Tender Box, placed at the office of Chief General Manager (Contract & Purchase), Oil India Limited, Corporate Office, Plot No. 19, Sector-16A, Noida on or before 14:00Hrs on the Bid closing date, failing which the bid shall be rejected outright. Tender No. & Bid Closing date & Name of bidder must be written on the envelope containing the Bid Security for proper identification.

7.8 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred from participating in future tenders for a period as per Company's Banning policy.

7.9 Bid Security shall not accrue any interest during its period of validity or extended validity. OIL shall not be liable to pay any bank charges, commission on the amount of Bid Security.

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

7.11 In case any Bid security in the form of Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the fake signatures, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders for the period to be decided by Company.

7.12 In case a bidder does not accept the LOA /Contract issued within the validity of their offer, the Bid Security shall be forfeited and the party shall be debarred from participating in future tenders for a period to be decided by company.

7.13 The Bank guarantee issued by a Bank amongst others shall contain the complete address of the Bank including Phone.

7.14 EXEMPTION OF BID SECURITY: (Please Refer to Annexure-I for details)

Central Govt. departments, Central Public Sector undertakings are exempted from submitting Bid security. Bidders registered with MSE units which are themselves registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME are also exempted from submitting Bid Security provided they submit valid registration certificate issued by any of above body.

8.0 PERIOD OF VALIDITY OF BIDS:

8.1 Bids shall remain valid for 120 days from the bid closing date prescribed by the Company.

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

9.0 FORMAT AND SIGNING OF BID:

9.1 The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] 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.

9.2 The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of “Class -3” with Organizations name, the bid will be rejected.

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

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

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

C. SUBMISSION OF BIDS:

10.0: ONLINE SUBMISSION

10.1 This tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders are required to submit their both the “TECHNICAL” and “PRICED” bids through electronic form in OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under “Technical Attachment” Tab only. **Bidders to note that no price details should be uploaded in “Technical Attachment” Tab Page. Details of prices as per Price Bid format /Priced bid to be uploaded under “Notes and Attachment” Tab. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria.**

The priced bid should not be submitted in physical form and which shall not be considered. However, the following documents in one set should necessarily be submitted in physical form in sealed envelope superscribing the “Tender No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to CGM-(Contracts & Purchase) on or before 14.00 Hrs (IST) on the bid closing date indicated in the Tender:

- i) The Original Bid Security in the form of BG/DD (not for exempted bidders)
- ii) Printed catalogue and literature if called for in the bid document.
- iii) Power of Attorney for signing of the bid digitally.
- iv) Any other document required to be submitted in original as per bid document requirement.

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

10.2 For convenience of the qualified Bidders and to improve transparency, the rates/ costs quoted by bidders against OIL's e-tenders shall be available for online viewing by such Bidders whose price bids are opened by Company. A Bidder can view item-wise rates / costs of all other such peer bidders against the tender immediately after price bid opening, if the e-tender is floated by Company with PRICE CONDITION. In case the Price-Bid is invited by Company through attachment form under "Notes & Attachment" (i.e., NO PRICE Condition), Bidders must upload their detailed Price-Bid as per the prescribed format under "Notes & Attachment", in addition to filling up the "Total Bid Value" Tab taking into account the cost of all individual line items and other applicable charges like freight, tax, duties, levies etc. Under NO PRICE Condition (i.e., Price Bid in attachment form), the "Total Bid Value" as calculated & quoted by the Bidder shall only be shared amongst the eligible bidders and Company will not assume any responsibility whatsoever towards calculation errors/ omissions therein, if any. Notwithstanding to sharing the "Total Bid Value" or the same is whether filled up by the Bidder or not, Company will evaluate the cost details to ascertain the inter-se-ranking of bidders strictly as per the uploaded attachment and Bid Evaluation Criteria only. Online view of prices as above shall be available to the Bidders only up to seven days from the date of Price-Bid opening of the e-tender.

10.3 All the Bids must be digitally signed using “Class-3” digital signature (encryption enabled) certificate with Organizations Name (e-commerce application) 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.

- . In order to bid for OIL e-tenders all the vendors are required to obtain a legally valid Digital Certificate Class III [Organization] along with Encryption Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have both the Signing/verification and Encryption/Decryption certificate for Signing and encryption, decryption purpose respectively. The driver needs to be installed once, without which the DSC will not be recognized. While participating on e-Tendering the DSC token should be connected to your system.

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

Very
Important

10.4 Bidders are requested to state their compliance/ non-compliance to each clause other than BRC as per PROFORMA –I. This should be a part of the Technical bid.

10.5 Bids shall be typed or written in indelible ink. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant. The letter of authorization (**as per PROFORMA-VIII**) for authorised signatory shall be accompanied by written Power of Attorney.

11.0 DEADLINE FOR SUBMISSION OF BIDS:

11.1 Bids should be submitted on-line up to 02.00 PM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter.

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

11.3 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. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS:

12.1 The Bidder, after submission of bid, may modify or withdraw its bid prior to bid closing, if considered inevitable.

12.2 Bidder can delete their original bid and upload again their correct/revised bids within the stipulated bid closing date and time. However, such corrections/ revisions/resubmission of bids including last minute decision by Bidders shall be solely on bidders’ risk and responsibility. Company shall not assume any liability in this regard.

12.3 No bid can be modified subsequent to the deadline for submission of bids.

12.4 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 Bidding Format. Withdrawal of a bid during this interval shall result in the debarment of Bidder from participating in future tenders for a period as per OIL's Banning policy (available in OIL's website)

13.0 BID OPENING AND EVALUATION

13.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.

13.2 On opening the bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished if any, documents have been properly signed and the bids are generally in order.

13.3 At bid opening, Company will announce the Bidders' names, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.

13.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 14.2.

13.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. 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.

13.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. 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 materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.

13.7 The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

13.8 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.

13.9 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

13.10 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.

14.0 OPENING OF PRICE-BIDS

14.1 Company will open the Price-bids of the technically qualified Bidders on a specific date in presence of interested qualified bidders. Technically qualified bidders will be intimated about the price-bids opening date and time in advance and they will be allowed to present at the time of price bid opening. It is bidder's choice if they want to be present or not at the time of price bid opening.

14.2 The Company will examine the Priced-bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.

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

15.0 EVALUATION AND COMPARISON OF BIDS:

15.1 The Company will evaluate and compare the bids as per Bid Evaluation Criteria (SECTION-IV) of the tender document. Priced Bids of the technically acceptable offers will be considered for commercial evaluation.

16.0 CONTACTING THE COMPANY:

16.1 No Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide Para 13.5.

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

D. AWARD OF CONTRACT

17.0 AWARD CRITERIA:

17.1 The Company will award the Contract to the Contractor whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

18.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

18.1 Company reserves the right to accept any bid and to reject any or all bids.

19.0 NOTIFICATION OF AWARD:

19.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

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

20.0 SIGNING OF CONTRACT:

20.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, Scope of Works, Schedules of Rates and all other relevant documents.

20.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

21.0 PERFORMANCE SECURITY:

21.1 The successful bidder shall furnish performance security for an amount mentioned in the FORWARDING LETTER. The Contractor shall furnish performance security within 15 (fifteen) days from the date of issue of LOA, in the form of Bank Guarantee (as per OIL's prescribed Format enclosed with Bid document as PROFORMA-III) issued from a Bank located in India.

21.2 The performance security specified above must be valid for ninety (90) days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

21.3 Failure of the successful bidder to comply with the requirements of Para 20.1 to 21.3 above shall constitute sufficient grounds for annulment of the award and debarment from participation in future tenders as per Company's Banning policy dated 6th January, 2017 available in OIL's website www.oil-India.com.

22.0 FAMILIARITY WITH SITE CONDITIONS:

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid Document and other relevant information related to the works/services to be executed under the contract. Each bidder is required to visit the site of the work before he fill up his rates/percentage for submission, for the purpose of getting himself fully acquainted with the existing site conditions.

(END OF SECTION – II)

SECTION- III

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled **“Hiring Architectural and Engineering Consultancy Services for redevelopment of OIL’s Property at M-125,GK-II, New Delhi as Oil India Management Center having Guest House, parking facility and meeting room ”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 ‘Contractor’ means the individual or firm or body incorporated performing the work under this contract.
- 1.3 ‘Company’ means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The ‘Work’ means each and every activity required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means Operational Area under OIL’s Corporate Office, Noida. The facility shall cover all spheres of OIL.
- 1.6 'Services' means the work specified and all other obligations to be complied with by Contractor pursuant to and in accordance with the terms of this contract.
- 1.7 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.8 ‘Contract Price’ means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.9 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.10 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.11 ‘Company Representative’ means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 EFFECTIVE DATE, MOBILISATION TIME, DATE OF COMMENCEMENT OF THE CONTRACT, AND DURATION OF CONTRACT:

- 2.1 The contract shall become effective as of the date Company notifies Contractor in writing (through Letter of Award) that it has been awarded the contract. Such date of notification of award of Contract will be the Effective Date of Contract.
- 2.2 **Mobilization Period:** Within seven (7) days from the date of issue of LOA /Contract, which ever earlier. The successful bidder shall commence the services on day as specified in Letter of Award.
- 2.3 Duration of this Contract is for a period of Thirty (30) months.

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.

4.0 GENERAL OBLIGATIONS OF CONTRACTOR:

- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Services.
- 4.3 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.4 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.

- 4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

- 6.1 Payment will be made as per the terms laid out in Scope of Work and Special Terms & Conditions certified by OIL and on submission of invoice as given below:
- 6.2 No advance payment will be made against this contract.
- 6.3 Payment will be made within 30 days from the date receipt of the undisputed bills of the Contractor. Payments shall also be subject to TDS and other deductions, if any.
- 6.4 Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances. The offers stipulating payment/part payment to such third party will be considered as non-responsive and such offers will be rejected.
- 6.5 All payments due by Company to Contractor shall be made at Contractor's designated bank. All bank charges will be to Contractor's account.
- 6.6 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.

7.0 TAXES AND DUTIES:

- 7.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.
- 7.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.
- 7.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible

for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

- 7.4 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.
- 7.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.
- 7.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 7.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.
- 7.8 GST: The price excludes GST and the GST as applicable shall be to the Company account. The GST amount on the taxable part of the services provided by the Contractor shall be paid by the Company as per provisions of the GST Act. However, the liability for payment of the GST to the appropriate authority in case of Indian bidders and/or overseas bidders having registered office establishment in India will lie on the Contractor. In case of foreign Contractor who does not have registered office establishment in India, the GST shall be paid to the tax authorities by the Company, on behalf of such contractor.

8.0 GOODS AND SERVICES TAX

8.1 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.

- 8.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST** (CGST & SGST/UTGST or IGST) is applicable.
- 8.3 "**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.

- 8.4 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.
- 8.5 Bidder should also mention the **Harmonised System of Nomenclature (HSN)** and **Service Accounting Codes (SAC)** at the designated place in SOR.
- 8.6 **Where the OIL is entitled to avail the input tax credit of GST:**
- 8.6.1 OIL will reimburse the **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of **GST** paid. In case of any variation in the executed quantities, the amount on which the **GST** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 8.6.2 The input tax credit of **GST** quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 8.7 **Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 8.7.1 OIL will reimburse **GST** to the Supplier of Goods / Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of **GST** subject to the ceiling amount of **GST** as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which **GST** is applicable will be modified on pro-rata basis.
- 8.7.2 The bids will be evaluated based on total price including **GST**.
- 8.8 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
- 8.9 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 there under, OIL shall not be liable to make any payment on account of **GST** against such invoice.

- 8.10 **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**.
- 8.11 **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.
- 8.12 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.
- 8.13 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.
- 8.14 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.
- 8.15 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.
- 8.16 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.
- 8.17 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.
- 8.18 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of Taxes & Duties shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in taxes & duties.

8.19 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.

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

8.21 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods/ Services (Service Provider) shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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.

8.22 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.

8.23 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.

8.24 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.

8.25 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.

8.26 **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.
- p) GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner
 - i) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - ii) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - iii) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

8.27 **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.

- 8.27.1 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.

9.0 INSURANCE:

- 9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.
- 9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore:
- 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 or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
 - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards)except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
 - 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 as governed by Indian Insurance regulations.
 - f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.
- 9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 9.5 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 out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

- 9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.
- 9.8 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.

10.0 STATUTORY OBLIGATIONS OF CONTRACTOR:

- 10.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 10.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 10.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.

11.0 SUBSEQUENTLY ENACTED LAWS:

- 11.1 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes, (other than personnel and Corporate taxes), duties, the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.
- 11.2 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the contractor's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of

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

- 11.3 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 11.4 Notwithstanding the provision contained in clause 11.1 to 11.2 above, the COMPANY shall not bear any liability in respect of:
- a) Personal taxes on the personnel deployed by CONTRACTOR, his sub-contractor /sub-sub-contractors and Agents etc.
 - b) Corporate taxes and Fringe benefit tax in respect of contractor and all of their sub-contractors, agents etc.
 - c) Other taxes & duties including Customs Duty, Excise Duty and Service Tax in addition to new taxes etc. in respect of sub-contractors, vendors, agents etc. of the CONTRACTOR.
- 11.5 In order to ascertain the net impact of the revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- c) Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and service tax amount.
 - d) Details of Inputs (material/consumable) used/required for providing service to Company including estimated monthly value of input and excise duty/CVD paid/payable on purchase of inputs.

12.0 LIQUIDATED DAMAGES(LD) FOR DEFAULT IN TIMELY DEVELOPMENT OF FACILITY INCLUDING GO-LIVE / COMPLETION OF WORKS AND SERVICES:

- 12.1 If the delay in completion is due to default on the contractor's part the Total Contract price shall be reduced by 0.5% of the Total Contract price per complete week of delay or part thereof subject to a maximum of 7.5% of the Total Contract price, by way of liquidated damages for delay and not as penalty. Liquidated damages will be reckoned from the stipulated date of completion defined in 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.
- 12.2 Deduction on account of LD is subject to applicable GST which will be borne by Contractor.
- 12.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure by the Contractor to commence operation within the stipulated period.

13.0 WAIVERS AND AMENDMENTS:

- 13.1 It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 13.2 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.

14.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 14.1 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 so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:
- a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ; or
 - b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.
- 14.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 14.3 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.
- 14.4 During this Contract, Company and its employees, agents, other contractors, sub-contractors (of any tier) and their employees etc. may be exposed to certain confidential information and data of the Contractor. Such information and data shall held by the Company, its employees, agents, other contractors, sub-

contractors (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

- d) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- e) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- f) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- g) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- h) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company

15.0 NOTICES:

15.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

	<u>Company</u>	<u>Contractor</u>
i.	For contractual matters General Manager (C&P) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201 301 Tel: 0120-2419112 E-mail: amitadam@oilindia.in	
ii.	For matters relating to Scope of work Deputy General Manager(Civil) Oil India Limited Plot No. 19, Sector-16 A, NOIDA-201301 E-mail: dulalcnath@oilindia.in	

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

16.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

17.0 ASSIGNMENT AND SUB-LETTING:

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited. No undertaking shall relieve the Contractor from the full and entire responsibility.

18.0 FORCE MAJEURE:

- 18.1 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 as provided herein. 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 Party) 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.
- 18.2 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.
- 18.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should both Parties decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

19.0 TERMINATION:

19.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

This contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof.

19.2 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 Para 18.0.

19.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

In the event that the Contractor at any time during the term of this 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 this Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

19.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

If the Company considers that, the performance of the Contractor is, not as per the scope of the work as specified in the contract, the Company shall notify the Contractor in writing and specify in details the cause. The Company shall have the option to terminate this 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.

19.5 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.

19.6 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.

19.7 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 19.1 to 19.6 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 upto the date of termination including the De-mob cost, if any.

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

19.9 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.

20.0 APPLICABLE LAW:

20.1 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 New Delhi.

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

- i. The Mines Act - as applicable to safety and employment conditions.
- ii. The Minimum Wages Act, 1948.
- iii. The Oil Mines Regulations, 1984.
- iv. The Workmen's Compensation Act, 1923.
- v. The Payment of Wages Act, 1963.
- vi. The Payment of Bonus Act, 1965.
- vii. The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- viii. The Employees Pension Scheme, 1995.
- ix. The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- x. The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- xi. Goods & Services Tax (GST) Law and the Acts and rules framed thereunder.
- xii. Customs & Excise Act & Rules
- xiii. Environment Protection Act
- xiv. Public Liability Act

- xv. Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.

21.0 LIABILITY:

- 21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. 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.
- 21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and / or of its Contractors or subcontractors 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.
- 21.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, 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.
- 21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 21.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to

whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.

21.7 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 subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

21.9 LIMITATION OF LIABILITY:

Notwithstanding any other provisions except only in cases of willful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.

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

22.0 CONSEQUENTIAL DAMAGE:

22.1 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 of 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.

23.0 WITH-HOLDING:

23.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of:

- i) For non-completion of jobs assigned as per Section-III.
- ii) Contractor's indebtedness arising out of execution of this contract.
- iii) Defective work not remedied by Contractor.
- iv) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- v) 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.
- vi) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- vii) Damage to another Contractor of Company.
- viii) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- ix) 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, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- x) With-holding will also be effected on account of the following:
 - Garnishee order issued by a Court of Law in India.
 - Income-tax deductible at source according to law prevalent from time to time in the country.
 - 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.
 - Any payment due from Contractor in respect of unauthorized imports.

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

23.3 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 due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

24.0 INDEMNITY AGREEMENT:

24.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold the Company and its co-leases 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 of personnel, or damage to 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.

- 24.2 Except as provided hereof the 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 of personnel, or damage to 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.
- 24.3 **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.

25.0 MISCELLANEOUS PROVISIONS:

- 25.1 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.
- 25.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance or 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.
- 25.3 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 workmanlike condition to the satisfaction of the Company.

- 25.4 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.

26.0 EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:

- 26.1 Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial two years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s) / Contractors who fail to comply with the advice.

27.0 SET OFF:

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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor / with the Company (or such other person or persons contracting through the Company).

28.0 SETTLEMENT OF DISPUTES AND ARBITRATION:

28.1 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:

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

- iv)** 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	OIL

Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.
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- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.

- f) 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.
- g) 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.

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.

- h) The Arbitration shall be held at Noida / Delhi. However, parties to the contract can agree for a different place for the convenience of all concerned.

- i) The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
- j) 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.

28.2 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, Deptt. 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 27.1 & 27.2 will be Noida / Delhi. The award made in pursuance thereof shall be binding on the parties.

29.0 CHANGES:

- 29.1 During the performance of the work, Company may make minor change to take care of any supplementary 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.
- 29.2 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 contract rates. Upon review of Contractor's estimate, Contractor 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 27.0 hereinabove. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

30.0 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.

31.0 PROVISION FOR ACTION IN CASE OF ERRING / DEFAULTING AGENCIES:

Action against erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website www.oil-india.com

(END OF SECTION-III)

SECTION –IV

SCOPE OF WORK / SPECIAL CONDITIONS OF CONTRACT

Architectural and Engineering Consultancy services for Redevelopment of OIL's property at M-125, GK-II, New Delhi as Oil India Management Centre (OIMC) having guest house, parking facility and meeting room.

PROJECT BACKGROUND:

Oil India Limited intends to redevelop OIL's property at M-125, GK-II, New Delhi as Oil India Management Center (OIMC) having guest house, parking facility and meeting room. The total area of plot is around 750 SQM. The various facilities will be arranged meeting the guidelines of Local/Central authority. There is a RCC building over the plot of land of approx. plot size of 250 SQM which will be dismantled by the Civil Contractor.

1.0 BASIC REQUIREMENTS:

- a) Guest house, Car parking, meeting room, cylinder room, stairs, lift etc. as per requirement and design meeting guide lines of local / central authority.
- b) The design of the building shall be aesthetically appealing and complete with all services and functions. The building shall be designed with other facilities like Building automation, over all energy efficient, modular architectural design with access control and 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 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 certification of work.

NOTE-1

The Consultant shall carry out the topographical survey/contouring and shall submit the report to OIL. The cost incurred for the same shall be included in their quoted/negotiated rate.

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

- 2.1 Carry out contour survey including scrutiny of the site plan and contour and other drawings and visit to the site and taking note of client's requirement.
- 2.2 Site evaluation, analysis and impact of existing and/or proposed development on its immediate environments.
- 2.3 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.
- 2.4 Preparation of preliminary drawings as per the requirements and to the satisfaction of OIL.
- 2.5 Obtaining all necessary building approvals/completion certificate etc. from local authorities and other statutory bodies as required.
- 2.6 Detailed design/drawing for development of the project.
- 2.7 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
- 2.8 Carry out necessary soil testing to establish the soil characteristics and other parameters required for the foundation design.
- 2.9 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.
- 2.10 Prepare and submit working drawings
- 2.11 Periodic inspection and evaluation of Constructions works with reference to design and drawings.
- 2.12 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.
- 2.13 Prepare and submit completion reports and drawings for the project as required and obtain "NOC/Completion/Occupancy Certificate" from statutory authorities, wherever required.
- 2.14 Issue of as built drawings including services and structures.
- 2.15 Submit a 3 - Dimensional Models of the Architectural plan in the scale of 1:200 with necessary glass cover and stand etc. complete
- 2.16 Incorporating acoustics, energy efficient building, communication design, rain water harvesting, solar power use etc. in the building design.
- 2.17 Any other requirement for the building and area around but not particularly mentioned above.
- 2.18 Design of utilization of solar energy to the extent possible in the entire campus.

3.0 SCHEDULE OF SERVICES.

I. 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) 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.
- c) In addition to the Ultimate disposal point, intermediate rain water harvesting system and Source/availability of electricity, water and other services to be identified.
- d) 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.
- e) 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.
- f) Obtain the approval of the OIL of above and supply 6 copies of approved site plan (Layout Plan).
- g) 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, 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.
 - f) The consultant will incorporate eco-friendly building materials, energy efficient equipment & fixtures etc. as per prevailing government rules.
 - g) 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.
 - h) 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.
 - i) 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.
- g. Detailed Technical specifications for all the non-scheduled items proposed in the schemes.
- h. Any other drawings/information's/details required for completion and execution of work but not mentioned above.
- i. Evaluation of technical bids & recommendation

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 approval from OIL for any material deviation in design, cost, working Drawings, schedule and specifications from the approved scheme.

- e. Carry 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 for any fault in design.
- i. 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.
- j. Periodic reports such as weekly, monthly etc. shall be prepared and invariably submitted to OIL with regard to progress of work.
- k. Checking and certification of Contractor's Running Account & final bills. Submit recommendation for deviation, Time extension etc. for approval.

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.
- 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.

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 PAYMENT OF 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 project cost of the following:

- If there is any difference in total estimate made by the Consultant, total awarded value of the work and actual cost of work, Architect's/ Consultant's fee shall have the ceiling cap of estimate made by the Architect/ Consultant or total awarded value of the work or actual cost, whichever is lower.

NOTES:

1. The professional fee mentioned in terms of percentage of the total value of work/ project (civil and other works required for comprehensive and detailed Interior designs and associated services) should be exclusive of GST but inclusive of all other applicable taxes.
2. The professional 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.
3. 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 and rendering duties and services for this project as agreed upon. The Architect / Consultant shall not be entitled to any payment or remuneration over and above the fees stipulated here in above on the ground that the work of construction is not for any cause or by any reason whatsoever, completed scheduled date, nor shall the Architect / Consultant be entitled to any extra payment or remuneration by reason or on account of any delay caused in one or the other.
4. Above fee is deemed to be inclusive of all taxes except GST, which will be paid by OIL as extra.
5. Estimated value of the total work (civil and other works required for comprehensive and detailed Interior designs and associated services) is Rs. 12.15 Crore excluding GST and this is the upper ceiling for the whole project work (excluding consultant's professional fee mentioned above) for Consultancy services for redevelopment of OIL's property at M-125, GK-II, New Delhi as Oil India Management Center (OIMC).
6. The above actual completion cost of the project on completion or estimated cost of the project put to tender shall not include the following:
 - Cost of land
 - Payment to statutory bodies/local authorities/State/Central Government.

- Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
 - Any agency charges.
 - Contingencies charges
 - Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc.
 - Extra/substituted items, deviations (plus/minus)
 - Training equipment, furniture, computer, office equipment etc.
7. 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.
8. The above fee is inclusive of fee payable by the consultant to any other consultant/ Associate(s) and nothing extra shall be payable by them for this purpose. The consultant shall be reimbursed the service tax subject to submission of proof of payment of service tax.

4.1 PAYMENT MILESTONES:

STAGE-1: Visit to site, study of all OIL requirement and existing data, office space planning and on submitting conceptual designs and preliminary estimate of cost and presentation of scheme and its acceptance.

- 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 including carrying out contour survey and soil investigation.

- 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 and technical bid evaluation & recommendation.

- 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(a): 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.

5(b)(i) On completion of 20% of the work

- 60% of the total fees payable less payment already made

5(b)(ii) On completion of 40% of the work

- 70% of the total fees payable less payment already made

5(b)(iii) On completion of 60% of the work

- 80% of the total fees payable less payment already made

5(b)(iv) On completion of 80% of the work

- 85% of the total fees payable less payment already made

5(b)(v) On 100% Completion of the work

- 90% of the total fees payable less payment already made

Stage-6 : After successful commissioning of the project 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.

- 95% 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.

Stage-7: After successful completion of defect liability period.

- **100% of the fees payable less payment already made**

4.2 PERCENTAGE COMPLETION MILESTONES:

- 20% Completion: Completion of foundation upto Tie beam level.
- 40% Completion: Completion of structural work up to first floor level including basement if required.
- 60% Completion: Completion of all Structural work up to roof slab level.
- 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.

NOTE: Supervision and Certification of work will be the responsibility of the Consultant.

4.3 TIME SCHEDULE/MILESTONE:

Sr. No.	Services	Timeline
1.1	Preparation of Conceptual Plan (various options), Sketch Design/Sketch Drawing including contour survey.	Within 4 weeks of go ahead instruction of Engineer-in-Charge of OIL
1.2	Preparation of various layout plans after necessary instructions/approval of OIL including preparation of preliminary cost estimate and submission to OIL including soil investigation.	Within 4 weeks after OIL's instructions
1.3	Preparation of final detailed drawing and detailed estimate including quantity take off sheets and market rate analysis after approval of OIL including 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 against Sr. No. 1.2.	Within 18 weeks after necessary instructions from OIL
1.4	Preparation of Tender Documents in consultation with OIL for inviting tenders pre-qualified /open tender after getting approval of OIL against Sr. No. 1.3.	Within 6 weeks after necessary instructions from OIL
1.5	Preparation of technical scrutiny report of bids received against tender, clarification (if any) and recommendation for award of execution of works.	Within 6 weeks after necessary instructions from OIL
1.6	Construction Management and supervision by deploying necessary technical manpower to ensure planned progress and quality of works as per drawings and specifications and monitoring constructions at various stages of work including making detailed construction schedule / review of construction schedule prepared by the Contractor.	Within 18 months from the award of the work and till completion of the work and closure of contracts
1.6(a)	Completion of work project, issue of Completion Certificate, submission of "As Built Drawings" , finalization of Contractor's final bill & closing of	Within 12 weeks after completion of the work

	contract.	
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NOTES:

- i) Consultant has to inform OIL about all the statutory requirement (s) (if any) for the entire project work and also will have to provide full assistance including coordinating / liaisoning for getting necessary approvals
- ii) Any payment / fee required to be deposited / paid to the Statutory Authority in connection with any statutory permission / approval, the same shall be borne by OIL. In case the fee/ deposit was made by the Consultant, the same shall be got reimbursed to Consultant on production of documentary evidence having paid/ deposit the fee to statutory authorities in connection with work.
- iii) The above time schedule will be strictly adhered. However, the same may deviate on account of authentic valid reasons to be recorded and approved by OIL.

5.0 ADDITIONS, ALTERATIONS AND VARIATION:

- 5.1 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.
- 5.2 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.

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 colored 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.

END OF SECTION – IV

SECTION –V

BIDDING FORMAT (PRICE BID)

<u>Total Estimate of Project Cost Including all taxes but excluding GST (A)</u>	Rs. 12,45,47,12.50	In Rs.
<u>Bidders to quote Consultancy fee in Percentage of Total Estimated Project Cost (A)</u>		In %
<u>Bidders to quote applicable GST in percentage</u>	SGST: CGST IGST: <u>SAC Code:</u>	In %

Name of Bidder: _____

Note:

1. Bidders to take note of scope of work detailed in SECTION –IV before quoting rates.
2. **Bidders should clearly mention GST separately in the above Bidding Format** which will be loaded to their quoted price while evaluating their offers.
3. Bidders to take note of Payment Terms detailed in Section-IV.

END OF SECTION –V

SECTION –VI

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

The bid shall conform generally to the specifications and terms and conditions given in the Bid Documents. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC/BRC must be submitted along with the Un-Priced Techno-Commercial Bid.

1.0 TECHNICAL CRITERIA

1.1 Technical Requirements

- 1.1.1** The bidder (in case of individual consultant) or at least 1(one) member of the team (in case of Firms, LLP, Company etc.) which will be involved in the project, must be qualified professional, **registered with Council of Architecture (COA) constituted by the Government of India**. The bidder has to submit the details including the full bio data of the team members/individual consultant along with their bid.
- 1.1.2** The individual architect(s)/consultant(s) to be engaged by the Bidder should not be a current defaulter as on the bid closing date as per the Council of Architecture (COA) constituted by the Government of India. The Bidder along with the individual architect(s)/consultant(s) must submit a joint undertaking that they are currently not on the defaulter's list as per the Council of Architect (COA) constituted by the Government of India.
- 1.1.3** The bidder must indicate (as per format prescribed in ANNEXURE-C) the number of interior designing consultancy assignments completed in a Maharatna / Navratna PSU or a PSU/MNC/Private Sector Company during the last 5 (five) years to be reckoned from the original bid closing date. Copies of contract documents or work order documents showing details of work along with Completion Certificates must be submitted along with the Un-priced Techno-Commercial Bid.

Note to Clause 1.1.3 above:

In case bidder does not submit the ANNEXURE-C along with supporting documents in their Un-Priced Techno-Commercial Bid, it will be construed that the bidder does not have the relevant credentials and 0 (Zero) marks will be allotted to such bidder as mentioned in "**Technical Qualification Evaluation Sheet**" enclosed vide Annexure- A. No clarification shall be sought against the same.

- 1.1.4** The bidder should have experience of at least one SIMILAR WORK of minimum value Rs.17.00 Lakhs in previous 7 (seven) years to be reckoned from the original bid closing date.

SIMILAR WORK means providing Architectural and Engineering consultancy services for preparation of architectural design including interior design architecture, landscape architecture, site development, designing of all required infrastructure and service including supervision of construction work.

Notes to Clause 1.1.4 above:

- A. For proof of work experience of similar work the following documents must be submitted along with the bid –
- (i) Photocopy of contract document or work order documents showing details of work.
 - AND
 - (ii) Completion Certificate showing gross value of the job/service, description of job/service and duration of the contract.
- B. Contractor who are giving Contract copies along with extension letters, if any issued from OIL need not to submit Completion certificate separately.
- C. If the prospective bidder is executing SIMILAR work which is still running and the contract value / quantity executed prior to original bid closing date is equal to or more than the minimum prescribed value in the BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory service execution certificate issued by end user.
- D. SIMILAR work executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

1.2 Financial Requirement:

- 1.2.1** Annual Financial turnover of the bidder during any of preceding three financial/accounting years from the original bid closing date should be at least Rs.10.20 Lakhs.
- 1.2.2** Net worth of bidder must be positive for preceding financial/accounting year.

Note to clause 1.2 above:

- I. For proof of Annual Turnover & Net worth any one of the following document must be submitted along with the bid:-
- (i) Audited Balance Sheet along with Profit & Loss account.
 - OR
 - (ii) A certificate issued by a practicing Chartered Cost Accountant (with Membership Number and Firm Registration Number), certifying the Annual turnover & Net worth as per format prescribed in Proforma-II.
- II. In case the bidder is a Central Government Organization/PSU/State Government Organization/Semi State Government Organization or any other Central/State Government undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

2.0 **COMMERCIAL CRITERIA:**

- 2.1 The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Priced Bid together. There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.
- 2.2 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents to be

submitted with Techno-Commercial Bid as per tender requirement in “**Technical Attachments**” area under “**RFx Information**” tab.

2.3 **Price quoted by the successful bidder in percentage (%) must remain firm during the execution of the contract and not subject to variation on any account.**

2.4 Bid Security in Original (except those exempted) shall be furnished as a part of the Technical Bid. A scanned copy of the bid security shall however be uploaded in OIL’s E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for **minimum 150 days from the scheduled bid closing date.**

2.5 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.

2.6 The Bids and all uploaded documents must be digitally signed using **Class 3 digital (encryption enabled) certificate with Organizations Name** (e-commerce application) 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 [except copies of the documents required in physical form] before the scheduled date and time for the tender closing.

All the documents uploaded shall be digitally signed by the authorized signatory of the bidder.

2.7 **INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide ANNEXURE-II of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory. The proforma has to be returned by the bidder [along with the techno-commercial un-priced 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 signs the Bid.

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

2.9 Bids with shorter validity(less than 120 days) will be rejected as being non-responsive.

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

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

2.12 There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.

- Performance Security Clause
- Tax Liability Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Liquidated Damage Clause
- Acceptance of Jurisdiction and Applicable Law

3.0 **GENERAL:**

- 3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BEC/BRC.
- 3.2 To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.
- 3.3 If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.
- 3.4 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.
- 3.5 The originals of such documents [furnished by bidder(s)] shall have to be produced by bidder(s) to OIL as and when asked for.
- 3.6 **The bidders who submit their bid within the stipulated Bid closing date and time will be invited for presenting their concept (preferably with a presentation of their proposed concept) within one week in OIL's office at Noida covering the following:**
 - a) Master Planning & Zoning:
 - (i) Cost effective Site utilization & grouping of functions, economical design
 - (ii) Site Orientation – Massing (compactness), Circulation (integration), Landscape blending with existing profile.
 - b) Design Concept Planning:
 - (i) Aesthetics, Environmental friendly considerations like use of environment friendly materials, etc., Green Building features, Disaster resistant methods / Technologies, Infrastructure for persons with disabilities.
 - (ii) New Technologies (other than conventional) and New / Materials & Finishes (other than conventional materials) proposed to be used in the Project. The proposed new technology(ies) should demonstrate the time and / or cost effectiveness.
 - (iii) Innovative Modern and / or Contemporary, State of the Art Architectural features.

- 3.7 **Evaluation of Technical Bid:** The bids will be evaluated on Quality & Cost Based Selection (QCBS) basis. OIL shall evaluate each technical proposal taking into account the criteria as listed in the **Annexure-A**. Technical Bids presented by the bidders will be evaluated by a team of OIL personnel based on parameters as detailed in **Annexure-A**. The team would rate all the offers as per Technical Evaluation sheet given in **Annexure-A**.

Notes: Bids from all bidders shall be evaluated and points shall be allocated based on the documents submitted by the bidders and on the basis of the presentation given by the bidders. Individual points given for each criteria shall be summed up for obtaining the total score/mark of each bidder. The score / marks obtained by the bidder will be their **overall technical score (St)**.

- 3.8 The bids securing the **minimum qualifying scores of 75%** will be considered as the technically acceptable bids and price bids of these qualifying bidders, subject to meeting other technical & financial requirements, shall only be opened. However, if no bid is successful to obtain minimum qualifying marks of 75%, OIL reserves the right to reduce the qualifying marks up to 65%.
The decision of the team of OIL representatives to select the technically acceptable bid(s) on the basis of their evaluation will be final and binding on the bidders.

- 3.9 Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive and who secure the minimum qualifying score as per Clause 3.8 above. A substantially responsive bid is one that meets the terms and conditions of the Tender and/or the acceptance of which bid will not result in indeterminate liability on OIL.

- 3.10 **Bidders to quote fee on the basis of % (percentage) of the estimated Project cost Including all taxes but excluding GST as per Bidding Format and bidders quoted price will be evaluated accordingly.**

- 3.11 If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

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

- 3.13 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.

- 3.14 **Evaluation of Price Bids:** Price Bids will be evaluated as follows:

- a. The proposal with the lowest cost (Fm) shall be given financial score (Sf) of 100 points. The financial scores of other proposals would be computed as follows:

$$Sf = 100 \times Fm/F$$

Where F = amount of financial proposal

- b. The total score shall be obtained by weighting the combined quality/technical and cost scores and adding them, as follows:

$$S = St \times Tw + Sf \times Fw$$

Where S = total score

St = combined technical score

Sf = combined financial score

Tw = weight assigned to technical score i.e. 0.7

Fw = weight assigned to financial score i.e. 0.3

- 3.15 The successful bidder shall be the bidder having the highest score arrived at as per Clause 3.14 above. In the event two or more bidder having same score in the final ranking, the bidder with higher/highest technical score shall be considered as successful bidder. In the event two or more bidder having same score in the final ranking and with same technical score then the successful bidder shall be determined through Draw of Lots between / among such eligible bidders.

END OF SECTION –VI

TECHNICAL PROPOSAL EVALUATION SHEET

Evaluation of the bids will be made by OIL as per following format:

Tender No: CLI3858P20

Description of Work / Service:

Name of Bidder / Agency: M/s _____

Date & Time of Presentation: _____ at _____

Sl. No.	Heading	Max Marks	Bidder's Score												
A	Experience														
1	<div>Number of interior designing consultancy assignments completed in a Maharatna / Navratna PSU or a PSU/ MNC/ Private Sector Company during the last 5 (five) years to be reckoned from the original bid closing date.</div> <table><tr><td>No. of Assignment</td><td>Marks</td></tr><tr><td>0 (Zero) Assignment OR Supporting Documents not submitted</td><td>0</td></tr><tr><td>1</td><td>5</td></tr><tr><td>2 to 3</td><td>10</td></tr><tr><td>4 to 5</td><td>15</td></tr><tr><td>More than 5</td><td>20</td></tr></table>	No. of Assignment	Marks	0 (Zero) Assignment OR Supporting Documents not submitted	0	1	5	2 to 3	10	4 to 5	15	More than 5	20	20	
No. of Assignment	Marks														
0 (Zero) Assignment OR Supporting Documents not submitted	0														
1	5														
2 to 3	10														
4 to 5	15														
More than 5	20														
B	Design Concept & Planning														
1	<div>Master Planning & Zoning:</div> <div>(i) Cost effective Site utilization & grouping of functions, economical design</div> <div>(ii) Site Orientation – Massing (compactness), Circulation (integration), Landscape blending with existing profile.</div>	<div>10</div> <div>05</div>													
2	<div>Design Concept Planning:</div> <div>(i) Aesthetics, Environmental friendly considerations like use of environment friendly materials, etc., Green Building features, Disaster resistant methods / Technologies, Infrastructure for persons with disabilities.</div> <div>(ii) New Technologies (other than conventional) and New / Materials & Finishes (other than conventional materials) proposed to be used in the Project. The proposed new technology(ies) should demonstrate the time and / or cost effectiveness.</div> <div>(iii) Innovative Modern and / or Contemporary, Sate of the Art Architectural features.</div>	<div>20</div> <div>10</div> <div>10</div>													

Sl. No.	Heading	Max Marks	Bidder's Score
C	Miscellaneous		
1	Knowledge of Building Bylaws and Statutory Requirements of respective local bodies/Municipalities etc.	10	
2	Overall Presentation, Interpretation of Design Concept, Interaction on concept and response to queries of the committee members	10	
3	In case participating 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 (Such Bidders shall upload copy of the valid registration certificate issued by the authorities as above along with their Technical bids.)	5	
	TOTAL MARKS	100	

Signature of OIL Member _____

Name : _____

(END OF ANNEXURE-A)

ILLUSTRATION OF BID EVALUATION
(EXAMPLE FOR UNDERSTANDING TO THE BIDDERS ONLY)

	Bidder 1	Bidder 3	Bidder 3
Overall Technical Score (St)	82/100	89/100	92/100
Technical Score (St x Tw)	$82/100 \times 70 = 57.4$	$89/100 \times 70 = 62.30$	$92/100 \times 70 = 64.40$
Financial Proposal (Bidder's quoted price) (F)	55,00,000	50,00,000	45,00,000
Pricing Score (Sf x Fw) = (Fm/F)*100* Fw	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30$
Combined Score S= (St x Tw)+(Sf x Fw)	81.94	89.30	94.40
Bid Rank	3 rd	2 nd	1 st

(END OF ANNEXURE-B)

DETAILS OF INTERIOR DESIGNING CONSULTANCY ASSIGNMENTS COMPLETED**(During the last 5 (five) years to be reckoned from the original bid closing date)**

Sl. No.	Contract No.	Contract Description	Client Name	Client Type (Maharatna / Navratna PSU / PSU/MNC/Private Sector Company)	Copy of contract documents or work order documents showing details of work along with Completion Certificates submitted
1					YES / NO
2					YES / NO
3					YES / NO
4					YES / NO
5					YES / NO
...					YES / NO

Special Note to Bidders:

- The bidder must submit this Annexure-C with details of completed interior designing consultancy assignments along with their Un-Priced Techno-Commercial Bid.
- In case bidder does not submit the ANNEXURE-C along with supporting documents in their Un-Priced Techno-Commercial Bid, it will be construed that the bidder does not have the relevant credentials and 0 (Zero) marks will be allotted to such bidder as mentioned in "Technical Qualification Evaluation Sheet" enclosed vide Annexure- A. No clarification shall be sought against the same.

(END OF ANNEXURE-C)

PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES)

Government of India, vide Gazette of India no.503 dated 26.03.2012 introduced the Public Procurement Policy with effect from 01.04.2012 advising all Central Ministries/Departments/CPSUs to procure minimum 20% of their annual procurement value of goods & services from Micro & Small Enterprises (MSEs) for promotion and development of Micro and Small Enterprises. While provisioning the following three benefits under PPP against procurement from Micro & Small Enterprises, Govt. of India had earmarked a sub-target of 20 % (i.e. 4% out of 20%) for procurement from MSEs owned by SC/ST Entrepreneurs.

- i. Exemption of Tender fee
- ii. Exemption of Bid Security/ EMD
- iii. Purchase Preference to MSEs: In any tendering process, participating MSEs quoting price within the price band of L1 +15 % shall be allowed to supply atleast 20 % of total tender requirement, subject to matching their prices with L1 price of the bidder who is other than MSE.

Subsequently, the Ministry of MSME vide amendment dated 09.11.2018 notified that throughout the PPP for MSEs order, 2012, for the figures and word “20 percent”, wherever they occur, the figures and words “25 percent” shall be substituted. Moreover, in addition to sub-target earmarked for procurement from MSEs owned by SC/ST entrepreneurs, another 3% from within the 25% target has been earmarked for procurement from MSEs owned by women entrepreneurs.

In accordance with the provisions of the said policy, OIL has implemented following policy on procurement of goods and services:

- i. Exemption of Tender Fee & Bid Security/EMD for MSE Vendors irrespective of their product category & capacity, subject to submission of valid MSME registration certificate issued by appropriate authority.
- ii. To extend Purchase Preference of 15% (fifteen percent) to the eligible MSE Bidder (**i.e. Manufacturer of tendered good for procurement and service provider who is capable of rendering the tendered services by themselves**) over non MSE L1 Bidder and award PO/ Contract for full tender quantity on such MSE bidder, subject to matching their quoted rates/ cost with non MSE L1 bidder.
- iii. In case of more than one such MSE qualifying for 15% purchase preference, the Contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.
- iv. The MSEs owned by SC/ST entrepreneurs shall mean:
 - a) In case of Proprietary MSE, proprietor(s) shall be SC/ST

- b) ~~In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.~~
- c) ~~In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.~~
- v. ~~Documents Required to be submitted by MSEs: In case bidder is a Micro and Small Enterprise under the Micro, Small and Medium Enterprises Development Act 2006, the bidder shall submit the following:~~
 - a) ~~Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industry Centres 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.~~
 - b) ~~If the MSE is owned by SC/ST entrepreneurs the bidder shall furnish appropriate documentary evidence in this regard.~~

~~However, if the bidders do not submit the valid registration certificate issued by appropriate authorities along with their bids (Technical), the bidders will not be entitled for the exemption and any preference admissible in the Public Procurement Policy (PPP), 2012.~~

POLICY ON STARTUP AND MSE VENDORS **(OPPORTUNITY TO STARTUP AND MICRO & SMALL ENTERPRISES)**

~~In case a Startup [defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification] /MSE is interested in supplying the tendered item but does not meet the Pre Qualifying Criteria (PQC) / Proven Track Record (PTR) indicated in the tender document, the Startup/MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:~~

- ~~1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, — Ministry of Commerce and Industry, Government of India.~~
- ~~2. Certificate of incorporation.~~
- ~~3. Audited Profit & Loss (P&L) Statement of all the Financial Years since incorporation. In case where the Balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO/CFO stating the turnover of the bidding entity separately for each Financial Years since incorporation along with a declaration stating the reason for not furnishing the audited P&L Statement. This certificate shall be endorsed by a Chartered Accountant/Statutory Auditor. The Proposal shall be examined by OIL and OIL may consider inviting a detailed offer from the Startup/MSE with the intent to place a TRIAL or TEST Order, provided the Startup/MSE meets the Quality and Technical Specifications. In case the Startup/MSE is successful in the Trial Order, the vendor shall be considered for PQC exemption/relaxation (as the case may be) for the next tender for such item till the time it remains a Startup /MSE.~~

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

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

Section: 1 -Commitments of the Principal

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

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

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

Section: 2 -Commitments of the Bidder/Contractor

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

1. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which 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.

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

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

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

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

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

transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 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.

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

Section 4 -Compensation for Damages

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

2.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 Security Deposit / Performance Bank Guarantee.

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 Principal will enter into Pacts on identical terms with all bidders and contractors.
2. The Bidder / Contractor undertake(s) to procure from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the provisions laid down in this agreement/Pact by any of its sub-contractors/sub-vendors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section: 8 -External Independent Monitor/Monitors

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. **However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.**

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

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. 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

Witness 1:

Witness 2:

Place.
Date .

GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) MEASURES

1. It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub contractors.
2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.
3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of

work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
10. It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
11. Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
12. Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
17. To arrange daily tool box meeting and regular site safety meetings and maintain records.
18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
23. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
24. The contractor should prevent the frequent change of his contractual employees as far as practicable.
25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

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

Ref. No _____

Date _____

Sub: Undertaking of authenticity of information / documents submitted

Ref: Your tender No. _____ **Dated** _____

To,
The General Manager
Contracts & Purchase Deptt.
OIL, NOIDA

Sir,

With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us.

We take full responsibility for the submission of authentic information/documents against the above cited bid.

We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)

Signature of Authorised Signatory

Name :

Designation :

Phone No.

Place :

Date :

(Affix Seal of the Organization here, if applicable)

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement is executed on..... ' 2020 between

M/s.....

AND

OIL INDIA LIMITED (hereinafter referred to as OIL), a Government of India Enterprise having its Corporate Office at Plot No. 19, Sector 16A, Noida, Uttar Pradesh - 201301, India which expression, unless the context otherwise requires, shall include its successors and assigns acting through its duly authorized representatives;

WHEREAS, OIL and M/s _____ have entered into a contract for "Hiring of consultancy services for interior decoration works at reception, auditorium & facade of OIL House". M/s _____ will have access to certain proprietary and confidential information in due course of time as and when required to be used during the course of time for execution of jobs to be carried out under the project, hence the confidentiality agreement is executed on the terms and condition set henceforth.

As used herein "Confidential Information" means all plans, specifications, manuals, numerical results, general conclusions, design reports, studies, cost estimates, and all other materials, information and data developed by, or in the possession a party and which is directly or indirectly made available to the other party in any form or which is directly or indirectly made available to the other party during the performance of the services. Accordingly, each party is willing to allow the other party to have access to such information, under the following terms and conditions:

1. Each party agrees that it will maintain in confidence and will not disclose to any third party, without the other party's prior written permission, any confidential information that is disclosed to it directly or indirectly. Each party further agrees that it will limit access to Confidential Information to only those employees of their company who actually need to know such Confidential Information for carrying out the above indicated purpose of this agreement.

2. Each party agrees that:

- a) It will not use any of their Confidential Information for any purpose other than as necessary to perform its services;
- b) It will promptly return to the other party all documents provided by such party which contain Confidential Information (including all copies thereof) and
- c) Based on the study result of this dataset, no technical paper or presentation will be published/ shared in any forum/ technical seminar without prior consent of OIL. Upon written request, except that each party shall be entitled to retain one copy of such information for archival purposes only.

3. Each party agrees that it will inform each of its employees who receives or has access to any Confidential Information of the provisions of this Agreement.

4. The foregoing obligations of each party shall not apply to:

- a) Information which, at the time of disclosure, is in the public domain as evidenced by printed publication or otherwise;
- b) Information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or failure to act of each party;
- c) Information which each party can show was in its possession prior to the time of disclosure and was not acquired directly or indirectly from the other party;
Or
- d) Information which is received by each party subsequent to the time of disclosure from a third party who has the right to disclose such information and who did not acquire the same directly or indirectly from each party.

Disclosures made to each party in connection with this Agreement shall not be deemed to be within the foregoing exceptions merely because they are embraced by more general information in the public domain or in the possession of each party.

5. All Confidential Information disclosed by a party pursuant to or in connection with this Agreement shall at all times remain the property of that party.
6. This Agreement shall be construed and the rights of the parties shall be determined in accordance with the laws of India.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives, effective as of 2020.

M/s.....

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

OIL INDIA LIMITED

By: _____ Witness: _____

Title: _____ Title: _____

Date: _____ Date: _____

(END OF ANNEXURE-V)

PROFORMA-I

STATEMENT OF NON-COMPLIANCE

(Only exceptions/deviations pertaining to the terms and conditions stipulated in this tender other than Bid Rejection Criteria, to be rendered)

SECTION (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

Name 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 technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder)_____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, OIL House, Plot No19, Sector-16A, NOIDA (hereinafter called the Company)'s Tender No. _____.

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 common seal of the Bank this _____ day of _____, 2016.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder
- (2) If the Bidder, having been notified of the acceptance of their Bid by the Company during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, on tender document;
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders on tender documents.
- (3) if the Bidder furnish fraudulent document / information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 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 upto ** (date of expiry of bank guarantee should be minimum 120 days from scheduled Bid Closing Date) any demands in respect thereof should not 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:

DATE:

SIGNATURE & SEAL OF THE GUARANTOR
DESIGNATION
NAME & ADDRESS OF BANK

- * **The bank should insert the amount of guarantee in words and figures**
- ** **Date of expiry of bank guarantee should be minimum 150 days from scheduled Bid Closing Date**

NOTE:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- i. “MT 760/MT 760 COV” for issuance of bank guarantee.
- ii. “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message / intimation shall be sent through SFMS (indicating the Tender Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBBDEL; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- b) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- c) Further correspondence against BG towards Performance Security must contain the Tender Number.

PROFORMA-III

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

(To be furnished by the contractor in case of submitting performance security in the form of bank Guarantee after issue of LOA)

To : (Name of Company _____)
(Address of Company _____)

WHEREAS (Name and address of Contractor) _____
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____
dated _____ 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 by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW
HEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) _____ (in words) _____ such sum 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 the 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 modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the 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 & SEAL OF THE GUARANTOR

Designation
Name of Bank
Address

NOTE:

The Bank Guarantee issuing bank branch shall ensure the following:

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

- iii. “MT 760/MT 760 COV” for issuance of bank guarantee.
- iv. “MT 760/MT 767 COV” for amendment of bank guarantee.

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank Limited, E-13/29 IFS Code – HDFC0000003; SWIFT Code – HDFCINBBDEL; Branch Address: HDFC Bank Limited, E-13/29, 2nd Floor, Harsha Bhavan, Middle Circle, Connaught Place, New Delhi 110001

- d) Bank Guarantee issued by a Scheduled Bank in India at the request of some other Non-Scheduled Bank of India shall not be acceptable.
- e) Further correspondence against BG towards Performance Security must contain the Contract Number.

NOTE: Bidders are NOT required to complete this form while submitting the Bid.

SAMPLE FORM OF CONTRACT

THIS AGGREEMENT is made on the day of..... 2020, between (Name of Company)_____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)_____ and has, by Letter of acceptance dated (Date of Letter of Acceptance)_____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) This form of Agreement
 - b) Letter of Acceptance by the Contractor
 - c) The Letter of Award
 - d) The Scope of Service
 - e) The Schedule of Rates
 - f) The Special Conditions of Contract
 - g) Technical Specifications
 - h) Confidentiality and Non-Disclosure Agreement
 - i) The General Conditions of Contract
 - j) Other Documents
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

By the said Name_____

On behalf of the Contractor
in the presence of:

PROFORMA-V

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR LETTER
HEAD

TO WHOM IT MAY CONCERN

This is to certify that the following financial positions extracted from the audited financial statements of (Name of the Bidder) for the last three (3) completed accounting years upto**(as the case may be)** are correct.

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)
2016-17		
2017-18		
2018-19		

Place:

Date:

Seal:

Membership Number and Firm Registration Number :

UDIN (Unique Document Identification Number) :

Signature

COMMERCIAL CHECK LIST

THE CHECK LIST MUST BE COMPLETED AND RETURNED WITH YOUR OFFER. PLEASE ENSURE THAT ALL THESE POINTS ARE COVERED IN YOUR OFFER. THESE WILL ENSURE THAT YOUR OFFER IS PROPERLY EVALUATED. PLEASE SELECT "Yes" OR "No" (WHEREVER APPLICABLE) TO THE FOLLOWING QUESTIONS, IN THE RIGHT HAND COLUMN.

Sl. No.	REQUIREMENT	COMPLIANCE
1.0	Whether bid submitted under Single Stage Two Bid System?	Yes/ No
2.0	Whether exempted from submission of Bid Security? (To provide details if exempted)	Yes/ No
3.0	If NO to 2.0 above, and Bid Security submitted in the form of Bank Guarantee(BG), whether ORIGINAL BG(not copy of BG) has been Sent separately? If YES, provide details	Yes/ No
	(a) Amount :	
	(b) Name of issuing Bank :	
	(c) Validity of Bid Security:	
4.0	Whether quoted offer validity of 120 days from the date of closing of tender?	Yes/ No
5.0	Whether all BRC/BEC clauses accepted?	Yes/ No
6.0	Whether prices submitted as per Bidding format?	Yes/ No
6.1	Whether Bidding format uploaded under “Notes and Attachments” tab in the main bidding engine of OIL’s e-Tender portal?	Yes/ No
7.0	Whether confirmed acceptance of tender Payment Terms?	Yes/ No
8.0	Whether confirmed to submit PBG as asked for in NIT?	Yes/ No
9.0	Whether agreed to submit Performance Security Deposit within 15 days of the issue of Letter of Award/order?	Yes/ No
10.0	Whether Undertaking of authenticity of information/documents uploaded Along with technical bid ?	Yes/No.
11.0	Whether uploaded Integrity Pact duly filled & signed along with technical bid ?	
12.0	Whether quoted as per NIT (without any deviations)?	Yes/ No
12.1	Whether quoted any deviation?	Yes/ No
12.2	Whether deviation separately highlighted?	Yes/ No

Offer ref Dated

LETTER OF AUTHORITY

TO
General Manager (CONTRACTS& PURCHASE)
Oil India Limited
OIL House, Plot No.-19
Sector-16A
NOIDA

Sir,

Sub: OIL's Tender No. CLI3858 P20

We _____ confirm that Mr. _____ (Name and address) as authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender No. _____ for **Hiring Architectural and Engineering Consultancy Services for redevelopment of OIL's Property at M-125,GK-II, New Delhi.**

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To
General Manager (C&P)
Oil India Limited
Plot No. 19, Sector-16 A,
Noida, U.P.

Sir,

Sub: OIL's TENDER No. CLI3858P20

I / We _____ confirm that Mr./ Ms. _____ (Name and address)
as authorised to represent us during bid opening on our behalf with you against Tender Invitation
No. **CLI3858P20** for **Hiring Architectural and Engineering Consultancy Services for
redevelopment of OIL's Property at M-125,GK-II, New Delhi.**

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Signature of Bidder: _____

Name: _____

Date: _____

PROFORMA-IX

**[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: