



**Oil India Limited**  
**(A Govt. of India Enterprise)**  
**P.O. DULIAJAN, DIST. DIBRUGARH,**  
**ASSAM, INDIA, PIN-786 602**

**PROJECTS DEPARTMENT**  
**TEL: (91) 374-2807207**  
**E-mail: [prodproj@oilindia.in](mailto:prodproj@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**

OIL's e-TENDER No.CPI4685P21 for Hiring of Services for Engineering and Project Management Consultancy (EPMC) for establishment of G+6 storied New Residential Complex in Duliajan, Assam. OIL in this connection has floated the above Limited e-Tender through OIL's e-procurement site addressing to following 09 (Nine) parties:

- i) M/s Mecon Limited
- ii) M/s Engineers India Limited (EIL)
- iii) M/s RITES
- iv) M/s Ircon Infrastructure & Services Limited (IrconISL)
- v) M/s NBCC (India) Limited
- vi) M/s Hindustan Prefab Limited (HPL)
- vii) M/s National Projects Construction Corporation Limited (NPCC)
- viii) M/s Engineering Projects (India) Ltd. (EPI)
- ix) M/s HSCC (India) Limited, Noida

However, other interested Service Providers, who can meet the 'Qualifying criteria' as indicated in this tender, may apply for issue of Tender documents. Such application must reach Projects Department, Duliajan on or before 29/07/2020 (up to 15:30 Hrs IST). The application must be complete in all respects and the same should accompany all the requisite documents at one go as indicated in Bid Evaluation Criteria (BEC) as per Part-2 of the tender, failing which the application will be considered as incomplete/rejected and the party will not be permitted to participate against the Tender.

Late application will not be entertained. Company shall not be responsible for any postal delay/transit loss. Timely delivery of the Application complete with requisite documents shall be the sole responsibility of the Applicant.

No physical Bid documents will be issued. The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site [www.oil-india.com](http://www.oil-india.com). The link to OIL's EProcurement portal has also been provided through OIL's web site [www.oil-india.com](http://www.oil-india.com).

All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hosted on the OIL's website and in the e-tender portal only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep them updated.



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**(A Govt. of India Enterprise)**  
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**TEL: (91) 374-2807209**  
**E-mail: prodproj@oilindia.in**  
**Website: www.oil-india.com**

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**FORWARDING LETTER**

**M/s** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**Sub: IFB No. CPI4685P21 for Hiring of Services for Engineering and Project Management Consultancy (EPMC) for establishment of G+6 storied New Residential Complex in Duliajan, Assam**

Dear Sirs,

**1.0** OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

**2.0** In connection with its operations, OIL invites National Competitive Bids (NCB) from competent and experienced **Indigenous/Domestic Contractors** through OIL’s e-procurement site for **Hiring of Services for Engineering and Project Management Consultancy (EPMC) for establishment of G+6 storied New Residential Complex in Duliajan, Assam**. One complete set of Bid Document covering OIL's IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./ E-Tender No.	:	CPI4685P21
(ii)	Type of Bidding	:	National Competitive Bidding (NCB)
(iii)	Last day for online registration in OIL’s	:	29/07/2020

	e-tender portal (for new vendors)	
(iv)	Bid Closing Date & Time	: 05 <sup>th</sup> August,2020 at 11:00 Hrs. (IST)
(v)	Technical Bid Opening Date & Time	: 05 <sup>th</sup> August,2020 at 14:00 Hrs. (IST)
(vi)	Priced Bid Opening Date & Time	: To be intimated to the Technically & Commercially acceptable bidders at a later date.
(vii)	Bid Submission Mode	: E-tendering through OIL's e-tendering portal.
(viii)	Bid Opening Place	: Office of CGM-Projects Projects Department, Oil India Limited, Duliajan -786602, Assam, India.
(ix)	Bid Validity	: 120 days from the date of Technical Bid opening.
(x)	Completion Period	: 30 Months from the Date of Letter of Award (LOA)
(xi)	Bid Security Amount	: Not Applicable
(xii)	Bid Security Validity	: Not Applicable
(xiii)	Original Bid Security to be submitted	: Not Applicable
(xiv)	Original authenticated documents to be submitted by bidder towards meeting the Bid Qualifying Criteria to	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	: For Successful Completion & covering the Defect Liability Period:-10% of the total Contract Value.
(xvi)	Validity of Performance Security	: For Successful Completion & covering the Defect Liability Period:-15 months from the date of completion of works.
(xvii)	Duration of the Contract	: 30 Months from the Date of Letter of Award (LOA)
(xviii)	Quantum of Liquidated Damage for Default in Timely completion	: Refer to Clause No. 19.0 of Part-3, Section-I, General Conditions of Contract (GCC)

(ixx)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial un-priced Bid.
(xx)	Bids to be addressed to	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xxi)	Date and Venue of Pre-Bid Conference	:	Not Applicable
(xxii)	Date of receipt of Queries	:	29/07/2020 up to 15.30 Hrs. (IST)
(xxiii)	Location of Work	:	Oil India Limited Township in Duliajan, Assam

**2.1** This Tender has been restricted to the below mention parties:

- i) M/s Mecon Limited
- ii) M/s Engineers India Limited (EIL)
- iii) M/s RITES
- iv) M/s Ircon Infrastructure & Services Limited (IrconISL)
- v) M/s NBCC (India) Limited
- vi) M/s Hindustan Prefab Limited (HPL)
- vii) M/s National Projects Construction Corporation Limited (NPCC)
- viii) M/s Engineering Projects (India) Ltd. (EPI)
- ix) M/s HSCC (India) Limited, Noida

The listed prospective Bidders to whom USER-ID and initial PASSWORD have been e-mailed in regard to this particular Tender are requested to upload their most competitive Bids (Techno-commercial Bid along with all supporting documents towards fulfilment of BEC as well as Priced Bid) online under single stage two bid system through OIL's e-Tendering Portal up to 11:00 hrs (IST) (Server Time) on the bid closing date as mentioned in the e-portal.

The interested Vendors who are not short-listed should submit their applications together with relevant documents to establish their credential in terms of BRC/BEC, to the General Manager (Projects-C&P), Projects Department, OIL INDIA LIMITED, DULIAJAN -786602, ASSAM, INDIA showing full address (clearly indicating their e-mail ID), within the above mentioned time line during office hours only. On receipt of application & requisite documentary evidences as above, if found acceptable will be allowed to participate in the tender through OIL's e-Procurement portal along with the other vendors/bidders short-listed earlier.

**3.0 Integrity Pact :** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declined to submit the Integrity Pact, their bid shall be rejected straightway. 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.

#### **4.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

4.1 To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name and Encryption certificate** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). **Digital Signature Certificates having "Organization Name" field as "Personal" are not acceptable.**

4.2 Digital Signature Certificate comes in a pair of Signing/verification and Encryption/decryption certificate. Bidder should have 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.

4.3 Encryption certificate is mandatorily required for submission of bid. In case bidder created response with one certificate (using encryption key) and bidder change his Digital Signature Certificate then old certificate [Used for encryption] is required in order to decrypt his encrypted response for getting the EDIT mode of the response. Once decryption is done, bidder may use new DSC certificate for uploading and submission of their offer. It is the sole responsibility of the bidder to keep their DSC certificate properly.

**In case of loss of the certificate, Oil India Limited (OIL) is not responsible.**

4.4 Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. New vendor shall obtain User ID & Password through online vendor registration system in e-portal. 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>. For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

4.5 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.

4.6 DELETED

## **5.0 QUERIES/ CLARIFICATIONS ON THE TENDER:**

The prospective bidders shall submit their queries/clarifications against the tender through E-mail/Fax/Courier addressed to GM(Projects-C&P), Projects Department, Oil India Limited, Duliajan, Assam- 786602 Email: harish.shindagi@oilindia.in; prodproj@oilindia.in

## **6.0 IMPORTANT NOTES:**

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

i) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, party will be put on Holiday as per the Banning Policy (available in OIL's website) of Company.

ii) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

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

iv) **ERRING/DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website.

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

vi) The authenticity of 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.

vii) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the "TECHNICAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender portal. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded in **"Technical Attachments" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachments" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes & Attachments" tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Clause 1 of Commercial – Bid Submission of part 2- Bid Rejection and Bid Evaluation Criteria.**

The screenshot displays the OIL's E-procurement portal interface. At the top, it shows the RFx Response Number (60037504), RFx Number (TESTARUP), Status (In Process), Submission Deadline (15.04.2017 11:00:00 INDIA), and Opening Date (15.04.2019 00:00:00 INDIA). The main navigation bar includes tabs for RFx Information, Items, Notes and Attachments, Conditions, Summary, and Tracking. The 'Notes and Attachments' tab is selected, and the 'Technical Attachments' sub-tab is active. The interface shows a list of categories for uploading documents, including 'Conditions of Participation', 'Bid Invitation/Auction Text', 'Bidder's Remarks', and 'Purchaser's Remarks'. A red arrow points from a text box to the 'Technical Attachments' tab, indicating where to upload the technical bid. Another red arrow points from a text box to the 'Notes and Attachments' tab, indicating where to upload the priced bid files. The bottom section shows a table for 'cFolder Attachments' with columns for cFolder Name, Category, Description, File Name, Version, Processor, and Che.

**On "EDIT" Mode- The following screen will appear. Bidders are advised to upload "Technical Bid" and "Priced Bid" in the places as indicated above:**

**Note**

- 1) The "Technical Bid" shall contain all techno-commercial details except the prices.
- 2) The "Priced bid" must contain the price schedule and the bidder's commercial terms and conditions, if any. For uploading Priced Bid, click on "Add Attachment", a browser window will open, select the file from the PC and name the file under "Description", Assigned to "General Data" and click on "OK" to digitally sign and upload the File. Please click on "Save" Button of the Response to Save the uploaded files.

a) Uploading of Technical Bid: Technical files are to be added under “RFx

RFx Response Number 60037504 RFx Number TESTARUP Status In Process Submission Deadline 15.04.2017 11:00:00 INDIA Opening Date 15.04.2099 00:00:00 INDIA

RFx Response Version Number Active Version RFx Version Number 1

RFx Information Items Notes and Attachments Conditions Summary Tracking

Basic Data Questions Technical Attachments

Notes

Clear

Category	Description
Conditions of Participation	-Empty-
Bid Invitation/Auction Text	-Empty-
Bidder's Remarks	-Empty-
Purchaser's Remarks	-Empty-

Attachments

cFolder Attachments

Go to this Tab **“Technical Attachment”** for Uploading **“Technical Bid”**.

Information” >“Technical Attachments”

b) Uploading of Price Bid

RFx Response - Internet Explorer

RFx and Auctions

Edit RFx Response:

Submit Read Only Print Preview Check Technical RFx Response Close Save Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RFx Response Number 60032943 RFx Number SDIO66P17 Status Saved Submission Deadline 26.02.2017 11:00:00 INDIA Opening Date 26.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:50:00

RFx Owner BHARALI Total Value 0.00 INR RFx Response Version Number Active Version RFx Version Number 2

RFx Information Items Notes and Attachments Conditions Summary Tracking

Notes

Add Clear

Assigned To	Category	Text Preview

Attachments

Go to this Tab **“Notes and Attachment”** for Uploading **“Price Bid”**.

c) After Uploading of Price bid Click 'Save'. Once saved, the Data will be encrypted & the Encryption Certificate will be in use.

RFx Response - Internet Explorer

RFx and Auctions

Edit RFx Response:

Submit Read Only Print Preview Check Technical RFx Response Close Save Delete Verify Signature Sign Response Refresh Smartform System Information Create Memory Snapshot

RFx Response Number 60032943 RFx Number SDIO66P17 Status Saved Submission Deadline 26.02.2017 11:00:00 INDIA Opening Date 26.02.2019 11:00:00 INDIA Remaining Time 4 Days 01:50:00

RFx Owner BHARALI Total Value 0.00 INR RFx Response Version Number Active Version RFx Version Number 2

RFx Information Items Notes and Attachments Conditions Summary Tracking

Notes

Add Clear

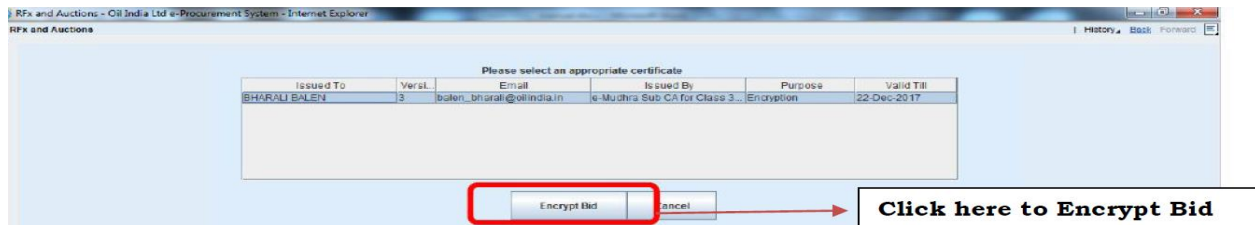
Assigned To	Category	Text Preview

Attachments

Assignment To	Category	Description	File Name	Version	Processed	Checked Out	Type	Size (KB)	Created by	Created on
Document Header	Standard Attachment	PRICE BID	PRICE BID.docx	1			99	10	V20443	24.02.2017

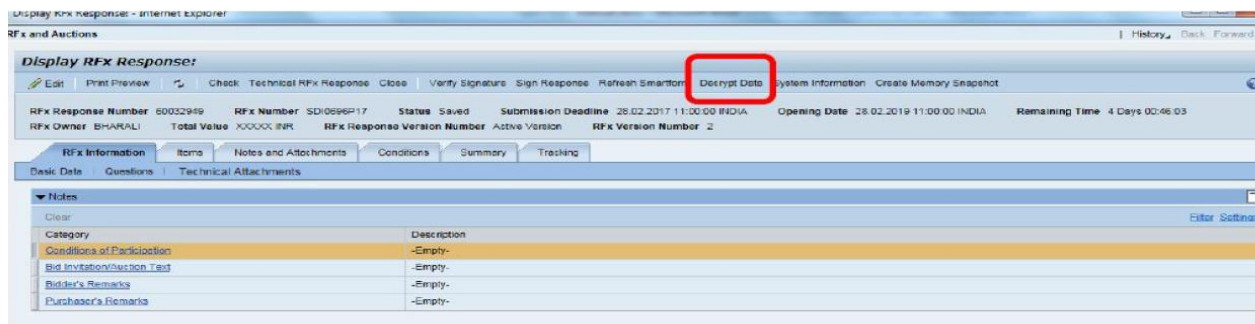
d) Click to select the desired Encryption certificate & Encrypt Bid:



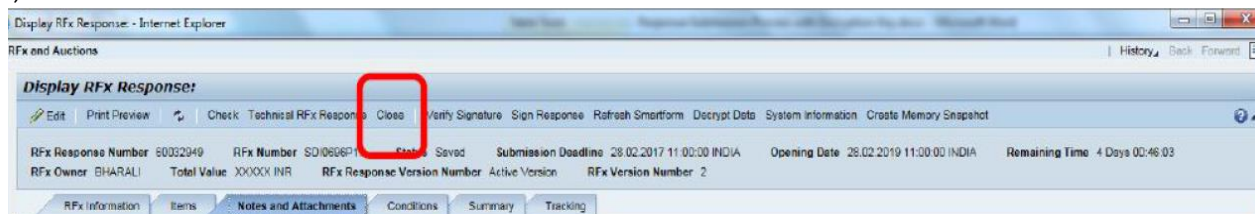


The Encrypted Data will be displayed only when click 'Decrypt data'

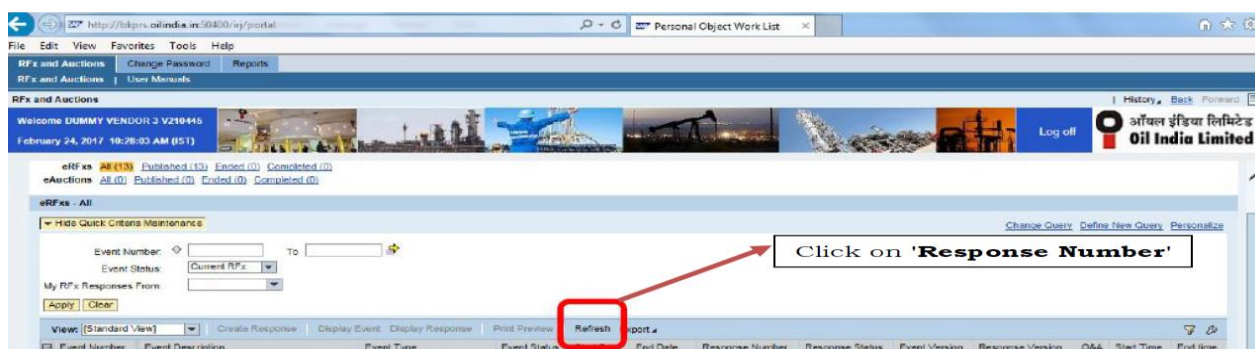
e) The Encrypted Data will be displayed only when click 'Decrypt data'



f) Click on 'Close'



g) Click on 'Refresh'. Then Click on 'Response No.'

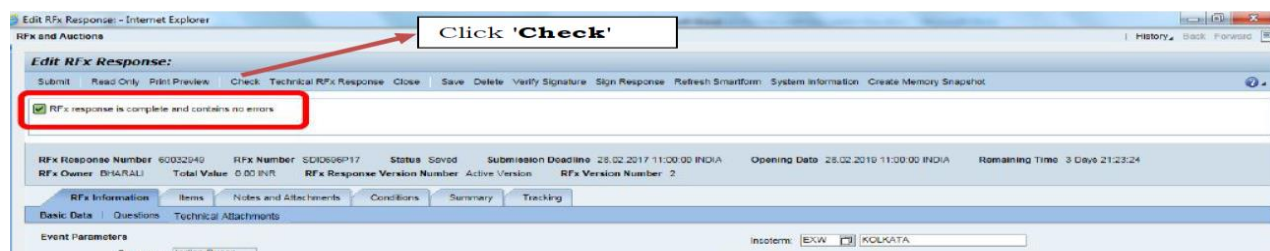


Now uploading part is complete. Bidders are requested to go to the initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

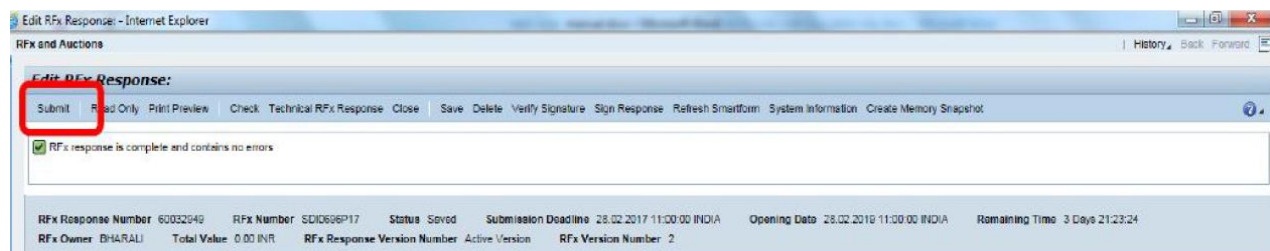
h) On 'Edit' mode Click to select the same Encryption certificate used for Decryption else data will not Decrypt.



i) After Entering User pin, Click 'Check'. Bidder may submit the response in case there is no error.



j) Click on “Submit” button

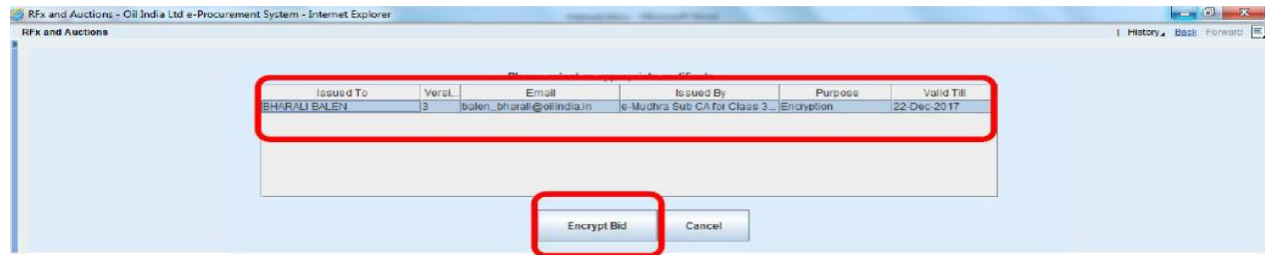


Before submit, please do check all the documents uploaded and on-line data maintained are correct.

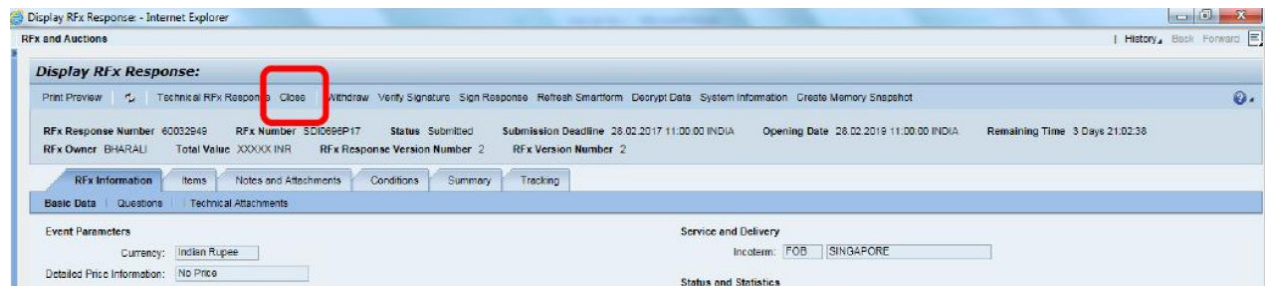
k) After Clicking “Submit” below pop up will open. Select Digital Signature & “Sign”



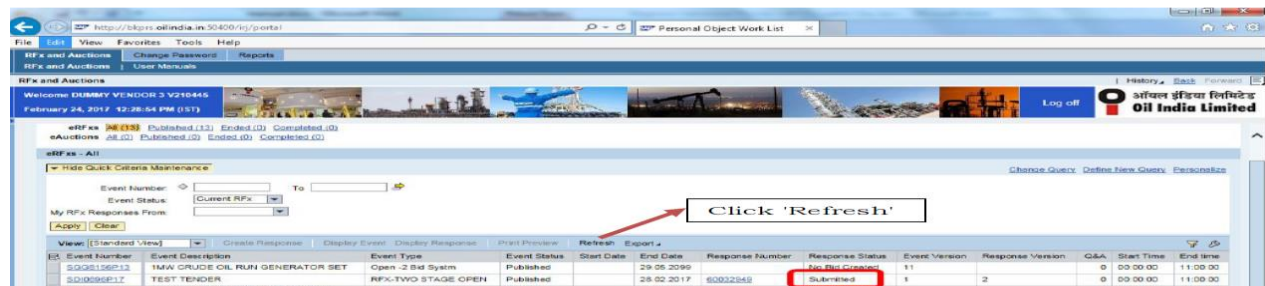
l) After Signing the response has to be encrypted again. Select the encryption certificate and “Encrypt Bid”.



m) Click “Close”.



n) Click on “Refresh”. The status of Response must be “Submitted”.



This is the end of Response submission with Encryption key process.

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

Thanking you,

Yours faithfully,  
**OIL INDIA LIMITED**

**Sr. Officer (Projects-C&P)**  
**For CHIEF GENERAL MANAGER(Projects)**  
**For RESIDENT CHIEF EXECUTIVE**

## **PART - 1**

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 SCOPE OF BID:**

**1.1** The scope of Bid shall be defined in the Terms of Reference/Technical Specification issued as part of bidding document and the successful bidder shall be expected to fulfill the requirements of scope of bid within the contractual period stated in bidding document.

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

**1.3** Throughout this bidding documents, the term “bid” and “tender” and their derivatives (“bidder/tenderer”, “bidding/tendering” , etc) are synonymous, and day means calendar day. Singular shall also mean plural and vice versa.

**1.4** The Bidder in quoting his rate shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed.

#### **A. BID DOCUMENTS**

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

- (a) A Forwarding Letter highlighting the following points:
  - (i) Company’s IFB No. & Type
  - (ii) Bid closing date and time
  - (iii) Bid opening date and time
  - (iv) Bid submission Mode
  - (v) Bid opening place
  - (vi) Bid validity, Mobilisation time & Duration of contract
  - (vii) The amount of Bid Security with validity
  - (viii) The amount of Performance Guarantee with validity
  - (ix) Quantum of liquidated damages for default in timely completion.
  - (x) Duration of the Contract
- (b) Instructions to Bidders, (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria, (Part-2)
- (d) General Conditions of Contract, (Part-3, Section-I)
- (e) Terms of Reference/Scope of Work, (Part-3, Section-II)
- (f) Schedule of Rates & Payment, (Part-3, Section-III)

- (g) Statement of Non-Compliance, (Part-4, Proforma-I)
- (h) Bid Form, (Part-4, Proforma-IIA)
- (i) Performance Security Form, (Part-4, Proforma-IIB)
- (j) Contract Form, (Part-4, Proforma-IIC)
- (k) Deleted
- (l) Deleted
- (m) Integrity Pact Proforma, (Part-4, Proforma IV)
- (n) Deleted
- (o) Record of Bidders past relevant experience, (Part-4, Proforma VI)
- (p) Authorisation for Attending Bid Opening, (Part-4, Proforma VII)
- (q) Undertaking by bidders, (Part-4, Proforma-VIII)
- (r) “Curriculum Vitae” of Bidder’s Personnel, (Part-4, Proforma-IX)
- (s) Details of offices in India and outside India, (Part-4, Proforma-X)
- (t) Parent Company Guarantee, (Part-4, Proforma XI)
- (u) Details of Work Done (For satisfying the BID evaluation Criteria)
- (v) Format for Bio Data of Key Personnel
- (w) Check list to facilitate bidders to make sure necessary data has been submitted.

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.
- 2.2 A bidder shall, on no account submit more than one bid either directly or indirectly failing which the bids stands rejected. A bidder who submits alternative bids will cause all alternative bids to be disqualified.
- 2.3 Bids to be submitted by Single person/entity (called sole bidder)
- 2.4 Any bidder meeting the Bid Qualification Criteria as per bidding document is eligible to bid. Consortium, JVs etc cannot bid.
- 2.5 Bidder shouldn't be under Liquidation, Court Receivership or similar proceedings. Bidder shall submit a self- declaration on their letter head in this regard.
- 2.6 The bidder shouldn't be on Holiday list of the owner on due date of submission of bid. If the documents were issued inadvertently/ downloaded, offers submitted by such bidder shall not be considered for opening/evaluation/award.



### **3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

### **4.0 AMENDMENT OF BID DOCUMENTS:**

4.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Documents through issuance of a Corrigendum (s)/Addendum(s).

4.2 The Corrigendum(s)/Addendum(s) will be uploaded in OIL's E-Tender Portal in the Tab "Technical Rfx" & under External Area - "Amendments" folder. The Company may, at its discretion, extend the deadline for bid submission. Bidders are expected to take the Corrigendum(s)/Addendum(s) into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal ["Technical RFX" Tab & under the folder "Amendments"] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

## **B. PREPARATION OF BIDS**

**5.0 LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an official and notarised English translated version, which shall govern for the purpose of bid interpretation.

### **6.0 DOCUMENTS COMPRISING THE BID:**

Bids are invited under Single Stage Two Bid System. The bid to be uploaded by the Bidder in OIL's E-Tender portal shall comprise of the following components:

#### **(a) UNPRICED TECHNO-COMMERCIAL BID:**

- (i) Documentary evidence established in accordance with Clause 10.
- (ii) Deleted
- (iii) Bid form duly filled but indicating "Quoted" in spaces for disclosure/filling of price: Part-4, Proforma- II A.
- (iv) Statement of Non-Compliance, (Part-4, Proforma-I).
- (v) Copy of Priced Bid without indicating prices: Part-3, Section III. Exact Un-priced copy of Price Bid in price schedule format issued with the bidding document duly indicating 'Q' (Quoted) in place of "price" and 'NQ' (Not Quoted) as the case be, against each item where price to be quoted.

- (vi) Integrity Pact digitally signed by OIL's competent personnel as per Part-4, Proforma IV attached with the bid document to be digitally signed and uploaded by the bidder.
- (vii) Information about any current Litigation/Arbitration, if any, in which bidder is involved or details regarding holiday/banning and liquidation, court receivership on your company's letter head duly signed & stamped. The litigation history shall include:
- Arbitration cases pending.
  - Disputed incomplete works.
  - Pending civil cases against the firm and/or its Proprietor/ Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
  - Pending criminal cases against the firm and/or its Proprietor/ Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
  - Punishments awarded under civil cases and/or criminal cases involving moral turpitude in relation to business dealings to the firm and/or its Proprietor/ Partner(s)/ Director(s).
- (viii) Scanned copy of Notarised Power of Attorney (on non-judicial stamp paper of requisite value, as per Indian Stamp Act) for signing of the bid digitally.

**Note**

- 1.0 Submission of authentic documents is the prime responsibility of the Bidder. Wherever the Company has concern or apprehension regarding the authenticity/correctness of any document, OIL reserves the right of getting the document cross verified from the document issuing authority.
- 2.0 In absence of requisite document, the Company reserves the right to reject the bid without making any reference to the bidder.
- 3.0 DELETED
- 4.0 Bids are invited under zero deviation bidding basis. Bids with deviations shall be rejected.

**(b) PRICED COMMERCIAL BID: (to be uploaded in "Notes and Attachments" tab)**

Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments"** Tab:

- 1) Price-Bid Format/Price Schedule as per Part 3, Section- III
- 2) Bid Form including the prices as per Part 4, Proforma- IIA

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered. Bidder shall quote their prices in the following Proforma available in OIL's E-procurement portal in the **"Notes & Attachments"** Tab.

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.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price bid. Any condition if stipulated shall be treated as null & void and shall render the bid liable for rejection.

**7.0 BID FORM:**

The bidder shall complete the Bid Form (Part 4, Proforma- IIA) furnished in their Bid.

**8.0 BID PRICE:**

- 8.1 Prices must be quoted by the bidders online as per the price bid format (Part 3, Section- III) available in OIL's E-Tender Portal in "Notes & Attachment" Tab. Prices must be quoted by the bidders, both in words and in figures wherever the same is indicated in the format.
- 8.2 Prices quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account, except as otherwise specifically provided in the bidding documents.
- 8.3 All duties and taxes (excluding Goods and Service Tax) including Corporate Income Tax, Personal Tax and other Cess/levies payable by the successful bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.
- 8.4 Prices quoted shall be net of discount, if any. Conditional discounts, if offered by the bidder shall not be considered for evaluation.
- 8.5 The bidder shall quote the prices after careful analysis of cost involved for the performance of complete work considering all parts of bidding documents. In case, any activity though specifically not covered but is required to complete the work as per scope of work, specifications, standards, drawings, bidding document including its commercial section, SCC or any other part of bidding document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.

**9.0 CURRENCIES OF BID AND PAYMENT:** INR (Indian Rupees) only.



## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

- 10.1 These are listed in **BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), PART-2** of the Bid document.

## **11.0 BID SECURITY- DELETED**

## **12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY- DELETED**

## **13.0 PERIOD OF VALIDITY OF BIDS:**

- 13.1 Bids shall remain **valid for 120** days from the date of closing of bid prescribed by the Company. Bids of shorter validity will be rejected as being non-responsive. If nothing is mentioned by the bidder in their bid about the bid validity, it will be presumed that the bid is valid for 120 days from Bid Closing Date.
- 13.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing through Fax or e-mail. The Bid Security provided under Para 11.0 above shall also be suitably extended. A Bidder granting the request will neither be required nor permitted to modify their Bid.

## **14.0 SIGNING OF BID:**

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

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

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 15.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

- 14.2 The original and all copies of the bid shall be typed or written in indelible inks. Since bids are to be submitted ONLINE with digital signature, manual signature is NOT relevant.
- 14.3 Any person signing the Bid or any other document in respect of this Bidding Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.
- 14.4 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.
- 14.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

## **C. BID SUBMISSION**

### **15.0 SUBMISSION OF BIDS**

- 15.1 The tender is processed to indigenous parties under single stage - Two bid system. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions is available in **"HELP DOCUMENTATION"** available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical RFx Response" under "Techno-Commercial Bid" Tab Page only. Prices to be quoted as per Part3, Section III should be uploaded as Attachment just

below the “Tendering Text” in the attachment link under “Techno-Commercial Bid” Tab under General Data in the e-portal. **No price should be given in the “Technical Rfx Response”, otherwise bid shall be rejected.** The priced bid should not be submitted in physical form which shall not be considered.

However, the following documents in two sets should necessarily be submitted in physical form in sealed envelope superscribing the “IFB No., Brief Description of services and Bid Closing/Opening date & Time along with the bidder’s name and should be submitted to GM (Projects- C&P), Oil India Ltd., Duliajan-786602(Assam) on or before 12.45 Hrs(IST) on the bid closing date indicated in the IFB :

- i) **The Original Bid Security along with 2(two) copies-DELETED**
  - ii) Notarised Power of Attorney (on non-judicial stamp paper of requisite value, as per Indian Stamp Act) for signing of the bid digitally.
  - iii) Any other document required to be submitted in original as per bid document requirement.
  - iv) Printed catalogue and literature if called for in the bid document.
- Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

15.2 All the conditions of the contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-I of the bid document and the same should be uploaded along with the Technical Bid.

15.3 Timely delivery of the documents in physical form as stated in Para 15.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time. Company shall not be responsible for any postal delay/transit loss.

15.4 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.

#### **16.0 DEADLINE FOR SUBMISSION OF BIDS:**

16.1 Bids should be submitted on-line as per the online tender submission deadline. Bidders will not be permitted by System to make any changes in their bid/quote after the bid has been submitted by the bidder. Bidder may however request GM(Projects-C&P), Oil India Ltd., Duliajan for returning their bids/quote before the original bid closing date and time for resubmission. But no such request would be entertained once the submission deadline has reached or bids are opened.

- 16.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 16.3 The documents in physical form as stated in Para 15.1 must be received by Company at the address specified in the "Forwarding Letter" on or before 12.45 Hrs (IST) on the Bid Closing Date mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.
- 17.0 LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid.
- 18.0 MODIFICATION AND WITHDRAWAL OF BIDS:**
- 18.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.
- 18.2 The Bidder's modification or withdrawal notice may also be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 18.3 No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.
- 18.4 Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim/correspondences will be entertained in this regard.
- 18.5 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in debarment from participation in future tenders of OIL.
- 19.0 EXTENSION OF BID SUBMISSION DATE:**  
**No request for extension of Bid Closing Date & Time will be entertained considering critical nature of project and firmed up Project Schedule.** However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid is also not permitted.

## **20.0 BID OPENING AND EVALUATION:**

- 20.1 Company will open the Technical Bids, including submission made pursuant to clause 18.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorisation letter (as per **Proforma-VII**) from the Bidder must be produced by the Bidder's representative at the time of Bid Opening. Unless this Letter is presented, the representative will not be allowed to attend the Bid Opening. The Bidder's representatives who are allowed to attend the Bid Opening shall sign a register evidencing their attendance. Only one representative against each Bid will be allowed to attend. In technical bid opening, only "Technical RFx Response" will be opened. Bidders therefore should ensure that technical bid is uploaded in the "Technical RFx Response" Tab Page only in the E-portal.
- 20.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date/time will get extended up to the next working day and time.
- 20.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 18.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been digitally signed and whether the bids are generally in order.
- 20.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any and other details as the Company may consider appropriate.
- 20.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 20.3.
- 20.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 20.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For

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

- 20.8 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.
- 20.9 The Company may waive minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- 20.10 In OIL's efforts to ensure expeditious execution of the project, the subject Tender enquiry is issued on "Zero Deviation Bidding" basis. Henceforth, bidders are expected to adhere to terms and conditions and bids as received will be evaluated without seeking any sort of Commercial and/or Technical clarifications.

#### **21.0 OPENING OF PRICED BIDS:**

- 21.1 Company will open the Priced Bids of the technically qualified Bidders on a specific date in presence of representatives of the qualified bidders. The technically qualified Bidders will be intimated about the Priced Bid Opening Date & Time in advance. In case of any unscheduled holiday or Bandh on the Priced Bid Opening Date, the Bids will be opened on the next working day.
- 21.2 The Priced bids of the unsuccessful bidders which remain unopened with OIL.
- 21.3 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 21.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and

the total price shall be corrected accordingly. If there is a discrepancy between words, and figures, the amount in words will prevail. If any Bidder does not accept the correction of the errors, their Bid will be rejected.

- 21.5 For convenience of the qualified Bidders and to improve transparency, online viewing of prices as above shall be available to the Bidders only upto seven days from the date of Price-Bid opening of the e-tender.

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.

## **22.0 EVALUATION AND COMPARISON OF BIDS:**

The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.

### **23.1 DISCOUNTS / REBATES:**

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

- 23.2 Post bid or conditional discounts/rebates offered by any bidder shall not be considered for evaluation of bids. However, if the lowest bidder happens to be the final acceptable bidder for award of contract, and if they have offered any discounts/rebates, the contract shall be awarded after taking into account such discounts/rebates.

## **24.0 CONTACTING THE COMPANY:**

- 24.1 Except as otherwise provided in **Clause 20.0** above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide **sub-clause 20.6**.

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

## **D. AWARD OF CONTRACT**

### **25.0 AWARD CRITERIA:**

The Company will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been

determined as per QCBS Methodology as mentioned in BEC, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**26.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.

**27.0 NOTIFICATION OF AWARD:**

27.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered/couriered letter) that its Bid has been accepted.

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

27.3 DELETED

**28.0 PERFORMANCE SECURITY:**

28.1 Within 2(two) weeks of receipt of notification of award from the Company, the successful Bidder shall furnish to Company the Performance Security for an amount specified in the Forwarding Letter (and Letter of Award (LOA) issued by Company to Contractor awarding the contract) as per **Proforma-IIB** or in any other format acceptable to the Company and must be in the form of Bank Guarantee (BG) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank having correspondent Bank in India

The Performance Security shall be denominated in the currency of the contract. Bank Guarantees 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 the Banker.

28.2 The Performance Security specified above must be valid for 3(three) months beyond the contract period. The Performance Security will be discharged by Company not later than 30 days following its expiry. In the event of any extension of the Contract period, Bank Guarantee should be extended by Contractor by the period equivalent to the extended period.



- 28.3 The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 28.4 The Performance Security will not accrue any interest during its period of validity or extended validity.
- 28.5 Failure of the successful Bidder to comply with the requirements of **clause 28.0 and/or 29.0** shall constitute sufficient grounds for annulment of the award and forfeiture of Performance Security. In such an eventuality, the party shall be debarred for a period of 2(two) years from the date of default.

**29.0 SIGNING OF CONTRACT:**

- 29.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, along with the General Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all agreements agreed between the two parties.
- 29.2 Within 30 days of issue of LOA, the successful Bidder shall sign and date the contract and return it to the Company. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.
- 29.3 In the event of failure on the part of the successful Bidder to sign the contract within the period specified above or any other time period specified by Company, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Performance Security if submitted by the successful Bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

**30.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

If it is found that a bidder/contractor has furnished fraudulent information/documents, the Performance Security shall be forfeited and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

**31.0 MOBILISATION ADVANCE PAYMENT:**

- 31.1 Request for advance payment shall not be normally considered. However, depending on the merit and at the discretion of the Company, advance against mobilisation charge may be given at an interest rate of 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund.

- 31.2 Advance payment agreed to by the Company shall be paid only against submission of an acceptable Bank Guarantee (BG) whose value should be equivalent to the amount of advance plus the amount of interest covering the period of advance. BG shall be valid for 2 months beyond completion of mobilisation and the same may be invoked in the event of Contractor's failure to mobilise as per agreement.
- 31.3 In the event of any extension to the mobilisation period, Contractor shall have to enhance the value of the BG to cover the interest for the extended period and also to extend the validity of BG accordingly.

**32.0 INTEGRITY PACT(IP):**

- 32.1 OIL shall be entering into an IP with the Bidders as per format enclosed vide **Proforma IV** of the Bid Document. The IP has been duly signed digitally by OIL's competent signatory and uploaded in the OIL's e-portal. The IP shall be returned by the bidder (along with the technical Bid) duly signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. Uploading the IP in the OIL's E-portal with digital signature will be construed that all pages of the IP has been signed by the bidder's authorized signatory who has signed the bid. If any bidder refuses to sign IP or declined to submit the IP, their bid shall be rejected straightway.
- 32.2 OIL has appointed following persons as Independent External Monitors (IEM) to oversee implementation of IP in OIL. Bidders may contact the IEM for any matter relating to the IFB at the following addresses:

- |   |
|---|
| <p>(a) <b>Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture</b><br/><b>E-mail id: rudhra.gangadharan@gmail.com</b></p> <p>(b) <b>Shri Sutanu Behuria, IAS (Retd.),</b><br/><b>E-mail: sutanu2911@gmail.com</b></p> <p>(c) <b>SHRI JAGMOHAN GARG, Ex-Vigilance Commissioner, CVC</b><br/><b>E-mail ID : jagmohangarg@gmail.com</b></p> |
|---|

- 32.3 However, Bidders should note that IEMs would consider only those representations on post contract issues wherein there is an alleged violation of provisions of IP. Hence, bidders should not refer those post contract issues to IEMs for resolution, for which dispute resolution mechanism has already been defined in the contract conditions. The post contract issues pertaining to alleged violation of provisions of IP, if any, should only be referred to IEMs.

32.4 **COMPLIANCE OF THE COMPETITION ACT, 2002:** The bidder shall strictly comply with the provisions of the Competition Act, 2002, more particularly, Section-3 of the Act. Any violation the provisions of the Act shall attract penal action under the Act.

**33.0 LOCAL CONDITIONS:**

It is imperative for each Bidder to be fully informed themselves of all Indian as well as local conditions, factors and legislation which may have any effect on the execution of the work covered under the Bidding Document. The bidders shall be deemed, prior to submitting their bids to have satisfied themselves of all the aspects covering the nature of the work as stipulated in the Bidding Document and obtain for themselves all necessary information as to the risks, contingencies and all other circumstances, which may influence or affect the various obligations under the Contract.

No request will be considered for clarifications from the Company (OIL) regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. Company (OIL) will assume no responsibility for any understandings or representations concerning conditions made by any of their officers prior to award of the Contract. Company (OIL) shall not permit any Changes to the time schedule of the Contract or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution of the Contract.

**34.0 SPECIFICATIONS:**

Before submission of Bids, Bidders are requested to make themselves fully conversant with all Conditions of the Bid and other relevant information related to the works/services to be executed under the contract.

**35.0 UNDERTAKING BY BIDDER:**

The bidder shall fill and submit the digitally signed Part-4, Proforma VII

**36.0 PURCHASE PREFERENCE CLAUSE:** Not Applicable

**END OF PART - 1**

**PART-2**  
**BID EVALUATION CRITERIA (BEC)**

BID EVALUATION CRITERIA (BEC): The bid shall conform generally to the specifications and terms and conditions given in this bid document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected. Bidders are advised not to take any exception/deviations to the bid document.

**A) TECHNICAL CRITERIA:**

1.0 Consultant shall be a **Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking including their wholly owned subsidiary** and must meet the following criteria:

**1.1 EXPERIENCE**

- (i) The Bidder shall have executed/completed at least 1 (one) Engineering & Project Management Consultancy (EPMC) service for *Construction of multistoried/ high rise Residential/ Institutional/ Commercial buildings complete with all the ancillary services*, which includes site supervision, in previous 7 (seven) years reckoned from the original bid closing date. The value of this **EPMC service contract** shall be more than Rs. 4.00 Crore.

In order to ascertain the same the bidder shall have to submit necessary documentary evidence in the form of copies of Work Order and/or Contract document along with Completion Certificates. The Work Order and/or Contract Document shall contain detail scope of work in support of Work Experience.

If the prospective Bidder is executing similar EPMC services which is still running and the contract value executed prior to original bid closing date is equal to or more than Rs. 4.00 Crore will also be taken in to consideration provided that the bidder has submitted last certificate of payment showing gross value of work done along with Contract documents /work order of the running contract.

**AND**

- (ii) The Bidder shall have the experience of providing EPMC service for at least 1 (one) *Construction of multistoried/ high rise Residential/ Institutional/ Commercial buildings complete with all the ancillary services* of value not less than Rs. 60.50 Crore in previous 7 (seven) years reckoned from the original bid closing date. In order to ascertain the same

the bidder needs to submit necessary supporting document(s) from the Project Owner as stipulated in Para 1.1 (i) above.

- (iii) Job executed by a bidder for its own organization / subsidiary shall not be considered as experience for the purpose of meeting BEC.

Note:

- a. **Similar work** means project completed in *Construction of multistoried/ high rise Residential/ Institutional/ Commercial buildings complete with all the ancillary services.*
- b. **Documents submitted in support of experience as per Para 1.1 (i) and 1.1 (ii) of the BEC shall be self attested with legible stamp.** It shall be the bidder's responsibility to ensure that the documents submitted in compliance of the experience criteria is clear and adequate.

1.2 Requisites for the Services offered:

- (i) Any offer which does not include all the jobs / services mentioned in Part-3, Section-II, (Scope of Work/Terms of Reference) will be considered as incomplete and rejected.
- (ii) Bids will be rejected if it does not conform to the technical requirements as mentioned in Part- 3, Section-II, (Scope of Work/Terms of reference).

**B) FINANCIAL CRITERIA:**

1.0 The following Financial criteria shall have to be met by the bidder:

Sl	Parameter	Financial Criteria
1	Annual Turnover	Minimum 1.60 Crore in any of the preceding 3(Three) financial years, considered from the original bid closing date.
2	Net worth	Net Worth of the bidder should be positive for the preceding financial/ accounting year

**Note1:** Considering the time required for preparation of Financial Statements, if the last date of preceding financial/accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial/accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/ accounting year will be considered. In such cases, the Net Worth of the previous financial/accounting year excluding the preceding financial/ accounting year will be considered. However, the bidder has to submit an

affidavit/undertaking certifying that the balance sheet/Financial Statements for the financial year (as the case may be) has not been audited so far.

**Note2:** For proof of Net Worth any one of the following document must be submitted along with the bid:-

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

OR

ii) Audited Balance Sheet along with Profit & Loss account.

**Note 3:** In case the bidder is a Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General (CAG) of India and the Central Government, their certificates may be accepted even though FRN is not available. However, the bidder to provide documentary evidence for the same.

### **C) COMMERCIAL – BID SUBMISSION**

- 1.0 Bids shall be submitted under single stage two Bid system i.e. Technical Bid and Priced Bid separately in the OIL's e-Tender portal. The Technical Bid is to be uploaded as per Scope of Work & Technical Specification of the tender in **“Technical RFx Response” Tab** and Priced Bid as per Schedule of Rates uploaded in the **“Notes & Attachments” Tab**. Bids shall be rejected outright if the prices are indicated in the technical bids. Bids not conforming to this two bid system shall be rejected outright.
- 2.0 Bidder shall offer firm prices. Price quoted by the successful bidder must remain firm during the execution of the contract and not subject to variation on any account.
- 3.0 Bid should be valid for 120 days. Bids with shorter validity will be rejected as being non-responsive.
- 4.0 Bid Security – Exempted for Central Govt. Organization/PSU/State Govt. Organization/Semi-State Govt. Organization or any other Central/State Govt. Undertaking.
- 5.0 The Integrity Pact must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid will be rejected.

- 6.0 Physical Bids, if any received from the bidders, shall not be considered and will be rejected.
- 7.0 Bids submitted after the Bid Closing Date and Time will be rejected.
- 8.0 Bids received through the e-procurement portal shall only be accepted. Bids received in any other form shall not be accepted.
- 9.0 The bid documents are non-transferable. Bid can only be submitted in the name of the bidder in whose name the User ID and Password have been issued. Unsolicited bids will not be considered and will be straightway rejected.
- 10.0 Bids shall be typed or written in indelible ink and shall be digitally signed by the bidder or his authorized representative.
- 11.0 Any document(s) wherever called for, and submitted by bidders, shall be legible, contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 12.0 Any Bid containing false statement will be rejected.
- 13.0 Bidders must quote clearly and strictly in accordance with the price schedule outlined in Schedule of Rates under Section- II of Bid Document, otherwise the Bid will be summarily rejected.
- 14.0 Non-submission of the documents as specified in BEC will result in rejection of bids.
- 15.0 Bidder shall fulfill all the relevant clauses applicable for this e-Tender.
- 16.0 Bidder must accept and comply with the following standard commercial terms as given in the Bid Document in toto failing which bid will be rejected –
- i) Performance Security
  - ii) Force Majeure
  - iii) Tax Liabilities
  - iv) Arbitration
  - v) Acceptance of Jurisdiction and Applicable Law
  - vi) Liquidated Damage
  - vii) Safety & Labour Law
  - viii) Termination
  - ix) Integrity Pact
  - x) Warranty and remedy of defects
  - xi) Liability
  - xii) Insurance

xiii) Any other condition specifically mentioned elsewhere in the tender documents that non-compliance of the clause shall lead to rejection of the bid.

17.0 The originals, of the documents submitted by the bidder, shall have to be produced by the bidder(s) to OIL as and when asked for.

#### **D) EVALUATION OF BIDS FOR QUALITY**

1.0 Bids qualifying as per terms of Technical Criteria (Para A above) and Financial Criteria (Para B above) shall be eligible for this evaluation.

2.0 Bids shall be evaluated both in terms of **Quality** as well as **Quoted Price** i.e. Quality & Cost Based Selection (**QCBS**) methodology. The weightage for *Quality* is 50 and the weightage for the *Quoted price* is 50

3.0 The marks allocated against various subsections under *Quality* of Bid shall be as hereafter.

3.1 Broad classification:

<b>Sl. No.</b>	<b>Quality Criteria</b>	<b>Maximum Marks</b>
1	No. of works of similar nature of Rs. 60.50 Crores or above, <b>successfully completed during</b> the last 7 (seven) years prior to the original Bid closing date.	7
2	No. of works of similar nature of Rs. 60.50 Crores or above, <b>completed as per Original schedule during</b> the last 7 (seven) years prior to the original Bid closing date.	5
3	Independent parking space in terms of number of cars within ground floor/ stilt area.	3
4	Effective utilization of open space (greenery, park, road side plantation) in terms of percentage plot area.	5
5	Effective space utilization of building ( cumulative Carpet area/ total floor area)	5
6	Criteria for ground coverage: Max ground coverage 20% and Min Ground Coverage 13.16%.	5
7	Max. FAR ( Floor Area Ratio) = Total floor area /Plot area = 1	5



8	<b><u>PRESENTATION:</u></b>	
8.1	Optimized building design to reduce conventional energy demand in terms of Electrical energy consumption using natural light and air	5
8.2	Adaptation of efficient design and technology to reduce time of construction (Activity chart shall be provided)	5
8.3	<u>Overall presentation:</u> Master plan including circulation system, architectural & other key features, creative concept and theme depiction, overall aesthetic of the building including broad specification major materials proposed to be used.	5
<b>Total (1) to (8)</b>		<b>50</b>

### 3.2 Marking system:

- (a) For Sl. Nos. 1 & 2, maximum mark shall be given to the bidder who shall have completed highest nos. of works of similar nature and for other bidders; mark shall be evaluated through linear method.
- (b) For Sl. No. 3, maximum mark shall be given to the bidder who shall have the highest capacity of parking space in terms of nos. of cars and for other bidders; mark shall be evaluated through linear method.
- (c) For Sl. No. 4, maximum mark shall be given to the bidder who shall have the highest % of open space (greenery, park) in the layout and for other bidders; mark shall be evaluated through linear method.
- (d) For Sl. No. 5, if cumulative Carpet area/ Total Floor area = 75% or above, then the bidder shall get maximum marks for other bidders; mark shall be evaluated through linear method.
- (e) For Sl. No.6, marks will be allotted inversely proportionate to above limit based on actual Ground Coverage.
- (f) For Sl. No.7, Max marks will be allotted for FAR up to 0.80 and 60% of allotted marks for Max. FAR. In between marks will be given inversely proportionate.
- (g) For marking against the points under Presentation, an evaluation committee shall be formed and they shall decide.

#### **Note:**

- (a) It shall be the bidder's responsibility to ensure submission of unambiguous /clear and sufficient documentary evidence in support of the evaluation criteria along with requisite calculation.

- (b) OIL reserves the right to verify any or all data/document/information provided by the bidder. False statement by Bidder will make it liable for appropriate action.
- 4.0 The Minimum Qualifying Marks a bid shall have to meet in Quality Criteria is 25 marks. Bids not meeting the minimum qualifying marks in Quality Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called "*Qualified Bids*" and shall be eligible for financial evaluation of the bid.

**E) EVALUATED BID PRICE:**

*Qualified Bids* (meeting the minimum Qualifying Marks of 25 in Quality Criteria) and conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation as per the Evaluation Criteria given below:

- 1.0 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.
- 2.0 The bidders must quote their Prices in the manner as called for vide Schedule of Rates (SOR) under **Section - III**.
- 3.0 **Commercial Bids shall be evaluated taking into account the Price quoted against SOR including quoted GST.**
- 4.0 Contract will be awarded for all the items covered under SOR.
- 5.0 OIL will not be responsible for delay, loss or non-receipt of applications (for bidding documents) and will not entertain any correspondence in this regard.
- 6.0 Discount: Bidders are advised not to indicate any separate discount. Discount if any, should be merged with the quoted price. Discount of any type indicated separately will not be taken in to account for evaluation purposes. However, in the event such offer without considering discount is found to be the lowest, OIL shall avail such discount at the time of award of contract.
- 7.0 Lump sum cost must include all liabilities and taxes including statutory liabilities but excluding GST which shall be quoted separately in the Price Bid format.
- 8.0 The items mentioned in above clause are to be read in conjunction with Schedule of Rates in Section-II.
- 9.0 The responsive bids will be subjected to loading for any deviation(s).

## **F) INTER-SE-RANKING OF THE QUALIFIED BIDS:**

1.0 To ascertain the inter-se-ranking of the bids the Quality & Cost Based Selection (**QCBS**) methodology as mentioned below shall be adopted:

An **Evaluated Bid Score(B)** will be calculated for each bid, which meets the minimum Qualifying marks of 25 in Quality Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the Quality of each bid:

$$B = (C_{\text{low}}/C) * 100 * X + (T/T_{\text{high}}) * 100 * (1 - X)$$

Where,

C = Evaluated Bid Price of the bidder

C<sub>low</sub> = The lowest of the evaluated bid prices among responsive bids

T = The total marks obtained by the bidder against *Quality* criteria

T<sub>high</sub> = The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X = 0.5 (The weightage for *Quality* is 50 and the weightage for the *Quoted price* is 50)

**Note:** The **Evaluated Bid Score (B)** shall be considered upto two decimal places.

2.0 The bid with the **highest Evaluated Bid Score (B)** will be **recommended for award of contract**.

3.0 In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against *Quality* criteria will be recommended for award of contract.

## **G) GENERAL:**

1.0 In case bidder takes exception to any clause of bid document not covered under BEC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by company. The loading so done by the Company will be final and binding on the bidders.

2.0 To ascertain the substantial responsiveness of the Bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC also and such clarifications fulfilling the BEC clauses in toto must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.0 If any of the clauses in the BEC contradict with other clauses of the Bid Document elsewhere, then the clauses in the BEC shall prevail.

**End of Part 2**

## **PART - 3**

### **SECTION - I**

#### **GENERAL CONDITIONS OF CONTRACT (GCC)**

##### **1.0 DEFINITIONS:**

1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited, "Owner" or "OIL" means "Oil India Limited
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.
- (j) "Services" means the work specified in Part 3, Section- II, and all other obligations to be complied with the contractor pursuant to and in accordance with the terms of the contract.

- (k) “Specifications” means the description of the Services and/or Equipment set out in Part 3, Section- II.
- (l) “Similar Project” as mentioned in Manpower Deployment Criteria shall mean Construction of Residential/Commercial/Institutional Complexes of min G+4 stories.

**2.0 EFFECTIVE DATE, COMPLETION PERIOD AND DURATION OF CONTRACT:**

- 2.1 **EFFECTIVE DATE OF CONTRACT:** The contract shall become effective as of the date the Company notifies the Contractor in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the Company will be the Effective Date of Contract.
- 2.2 **MOBILISATION TIME:** The Kick-off Meeting shall be held at Duliajan (Assam) within a maximum period of 10 days from the date of issue of letter of Award (LOA). The contractor shall mobilise their personnel for attending the Kick-Off Meeting at Duliajan within 10 days from the date of Letter of Award (LOA). Mobilisation shall be deemed to be completed when the Contractor’s personnel arrive at Duliajan for the Kick-off meeting within 10 days from the date of **Letter of Award (LOA)**.
- 2.3 **COMPLETION DATE OF CONTRACT:** The duration of the Consultancy Service shall be 10 months from the date of issue of Letter of Award (LOA). In the event of delay on the part of Contractor to complete the project within the stipulated period of 10 months, Liquidation Damage (LD) as per clause No. 19.0 herewith will be applicable.

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR:** - The Contractor shall, in accordance with and subject to the terms and conditions of this Contract:

- 3.1 Perform the work described in the Terms of Reference (Part-3, Section II) in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Scope of Work/Terms of Reference and the special Conditions of the contract, provide all labour as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contractor which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 The Contractor shall be deemed to have satisfied himself before

submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

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

**4.0 GENERAL OBLIGATIONS OF THE COMPANY:** The Company shall, in accordance with and subject to the terms and conditions of this contract.

- 4.1 Pay the Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow the Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of the Company by the terms of the contract.

**5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:**

- 5.1 The Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the Company.
- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, reroute/local boarding, lodging & medical attention etc. The Company shall have no responsibility or liability in this regard. However, the Company shall provide available medical assistance/facilities to the Contractor's Personnel in case of emergency at its own establishment on chargeable basis.

- 5.4 The Contractor's key personnel shall be fluent in English language (both writing and speaking).

**6.0 WARRANTY AND REMEDY OF DEFECTS:**

- 6.1 The Contractor warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/oil field practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance which Company may, from time to time, furnish to the Contractor.
- 6.2 Should the Company discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, the Contractor shall after receipt of notice from the Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at the Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to the Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case the Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

**7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS & INFORMATION:**

- 7.1 The Contractor shall not, without the 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 the Company in connection therewith, to any person other than a person employed by the 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 the 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 the Company of such order to permit the Company an opportunity to contest such order subject to prior permission from Company.
- 7.2 The Contractor shall not, without the Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of the Company and shall be returned (in all copies) to the Company on completion of the Contractor's performance under the Contract if so required by the Company.
- 7.4 During this Contract, the 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.
- 7.5 However, the above obligation shall not extend to information which:
  - i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
  - ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
  - iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
  - iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
  - v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company.

## **8.0 TAXES:**

- 8.1 Tax levied on the 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 the Contractor's account.



- 8.2 The Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by the Contractor.
- 8.3 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 Company shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Contractor shall indemnify the Company for all claims, expenses, costs or losses of any nature arising from such inaccuracy. The Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 8.4 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.
- 8.5 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.
- 8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.
- 8.7 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:
- a) 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.
  - b) 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.
- 8.8 Notwithstanding anything mentioned elsewhere in the bidding document, it shall be the duty of the Contractor to duly observe and perform all laws, rules, regulations, orders and formalities applicable to local taxes GST etc on performance of the works under the Contract. The Contractor shall

keep the Company indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

However, in such an event, OIL will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side

9.0 **Goods and Services Tax (GST):**

9.1 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.

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

9.3 Goods and Services Tax: "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.

9.4 The quoted price shall be deemed to be inclusive of all taxes and duties except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable). 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.

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

9.5.1 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.

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

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

9.6.1 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, subject to any statutory variations, except variations arising due to change in turnover. 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.

9.6.2 The bids will be evaluated based on total price including applicable GST.

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

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

9.9 GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or non-payment of GST by the contractor/vendor, OIL shall withhold the payment of GST.

9.10 GST payable under reverse charge 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.

9.11 Where OIL has the obligation to discharge GST liability under reverse charge mechanism and OIL has paid or is/liable to pay GST to the Government on which interest or penalties becomes payable as per GST

laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/setoff/ recover such amounts against any amounts paid or payable by OIL to Contractor/Supplier.

- 9.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor/Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor/Vendor, OIL shall be entitled to recover such amount from the Contractor/Vendor by way of adjustment from the next invoice. In addition to the amount of GST, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
- 9.13 TDS under GST, if applicable, shall be deducted from contractor's/ vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
- 9.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws.
- 9.15 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 9.16 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.
- 9.17 The contractor will be liable to ensure to have registered with the respective tax authorities 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/ Eway Bill, if applicable etc.

- 9.18 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.
- 9.19 Company 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 Company is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 9.20 GST amount shall be reimbursed to the Supplier at actuals against submission of invoice issued in accordance with the Invoice Rules which prescribe following particulars shall be included in the invoice:
- (a) Name, address and GSTIN of the supplier;
  - (b) A consecutive 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 Codes or Accounting Code of services;
  - (g) Description of goods or services;
  - (h) Total value of supply of goods or services;
  - (i) Taxable value of supply of goods or services taking into discount or abatement if any;
  - (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
  - (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
  - (l) Place of supply along with the name of State, in case of supply in the course of interstate trade or commerce;
  - (m) Address of the delivery where the same is different from the place of supply;
  - (n) Whether the tax is payable under Reverse Charge basis and
  - (o) Signature or digital signature of the supplier or his authorized representative.

#### 9.21 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. Supplier may note the above and quote their prices accordingly.

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.

## **10.0 INSURANCE:**

- 10.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its sub-contractor (if applicable) during the currency of the contract including the third party items/consumables. For materials /equipment belonging to the Contractor or its sub-contractor, the Contractor may self-insure the same.
- 10.2 The Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- a) Employees' compensation insurance as required by the laws of the country of origin of the employee.
  - b) The Company'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 the Contractor required to fulfill the provisions under this contract.
  - d) The Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act 1991.
  - g) Transit Insurance in respect of all items to be transported by the Contractor to the site of work, the cost of the transit insurance should be borne by the Contractor and the quoted price should be inclusive of this cost.

- 10.3 The Contractor shall obtain additional insurance or revise the limits of existing insurance as per the Company's request in which case additional cost shall be to the Contractor's account.
- 10.4 Any deductible set forth in any of the above insurance shall be borne by the Contractor.
- 10.5 The Contractor shall furnish to the Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 10.6 If any of the above policies expire or are cancelled during the term of this contract and the Contractor fails for any reason to renew such policies, then the Company at its discretion may renew/replace same and charge the cost thereof to the Contractor. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of the Contractor.
- 10.7 The Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as the 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.
- 10.8 All insurance taken out by the 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 the Contractor under this Contract.
- 10.9 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Contractor.

#### **11.0 CHANGES:**

- 11.1 During the performance of the work, the 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. The Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.
- 11.2 If any changes result in an increase in compensation due to the Contractor or in a credit due to the Company, the Contractor shall submit to the Company an estimate of the amount of such compensation or credit in a form prescribed by the Company. Upon review of the Contractor's estimate, the Company shall establish and set forth in the Change Order

the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If the Contractor disagrees with compensation or credit set forth in the Change Order, the Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 14.0 hereunder. The Contractor's performance of the work as changed will not prejudice the Contractor's request for additional compensation for work performed under the Change Order.

## **12.0 FORCE MAJEURE:**

- 12.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure' will stand suspended for the period during which such cause lasts. The word Force Majeure' as employed here in shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 12.2 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 72(Seventy Hours) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligations suspended by the force majeure shall then be extended by the period for which such cause lasts.
- 12.3 Should 'force majeure' condition as stated above occurs and should the same be notified within Seventy-Two (72) hours after its occurrence. The cost and loss sustained by the either party shall be borne by the respective parties. Parties will have the right to terminate the Contract if such 'force majeure' conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

## **13.0 TERMINATION:**

### **13.1 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 the extension period, if exercised by the Company under the provision of the Contract.



**13.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:**

Either party shall have the right to terminate this Contract on account of Force Majeure in case the Force Majeure condition persists for more than 30 days.

**13.3 TERMINATION ON ACCOUNT OF INSOLVENCY:**

In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

**13.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

If the Company considers that, the performance of the Contractor is unsatisfactory, or not upto the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days' notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

**13.5 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.

13.6 If at any time during the term of this Contract, breakdown of the Contractor's equipment results in the Contractor being unable to perform their obligations hereunder for a period of 15 successive days, the Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

13.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 13.1 to 13.6 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 of services as per the Contract upto the date of termination including the De-mob cost, if any.

**13.8 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.

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

13.10 In the event of termination of contract, the 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.

**14.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

14.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU) :**  
**Not Applicable**

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

**15.0 NOTICES:**

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

**Company**

**a) For contractual matters**

GM (Projects-C&P)  
OIL INDIA LIMITED

**b) For technical matters**

GM(Projects)  
OIL INDIA LIMITED

PO DULIAJAN – 786602  
ASSAM, INDIA  
Fax No. 91-374-2803549  
E-mail: prodproj@oilindia.in

PO Duliajan – 786602,  
Assam, India  
Tel No.  
Email: prodproj@oilindia.in

**Contractor**

Email. :

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

**16.0 SUBCONTRACTING/ASSIGNMENT:**

The Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract to any third party(ies). Except for the main services under this contract, the Contractor may subcontract the petty support services subject to Company's prior approval. However, the Contractor shall be fully responsible for complete execution and performance of the services under this Contract. The Sub-Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of Projects Department before engagement.

If against an order placed by OIL, successful bidder(s) (other than Micro /Small Enterprise) is procuring materials/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industry 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 with prior consent in writing of the purchasing authority/Engineer-in-Charge the details like Name, Registration No., Address, Contact No. details of material and value of procurement made, etc. of such enterprises shall be furnished by the Contractor at the time of submission of invoice/bill.

**17.0 MISCELLANEOUS PROVISIONS:**

- 17.1 The 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.
- 17.2 The Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to

the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep the Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

- 17.3 During the tenure of the Contract, the 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, the 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.
- 17.4 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.

#### **18.0 CONFLICT OF INTEREST**

Consultants to be engaged for this assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment, shall not be eligible to participate in this Tender.

A firm that has been engaged by OIL to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation. Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.

#### **19.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILIZATION/COMPLETION OF WORKS AND SERVICES:**

- 19.1 Time is the essence of this Contract. In the event of the Contractor's default in timely mobilization/completion within the stipulated period mentioned elsewhere in the bidding document, the Contractor shall be liable to pay

liquidated damages @ 0.5% of the total Contract Value, per week or part thereof of delay subject to maximum ceiling of 7.5% of contract value. Liquidated Damages will be reckoned after expiry of the completion period

- 19.2 Both the Contractor and the Company agree that the above percentage of Liquidated damage is a genuine pre-estimate of the loss/damage which will be suffered by the Company on account of delay/breach on the part of the Contractor and the said amount will be payable without proof of actual loss or damage caused by such delay/breach and without any demur and shall not be open for any dispute whatsoever. Decision of the company in the matter of applicability of LD shall be final and binding to the contractor.
- 19.3 The Company also reserves the right to cancel the Contract without any compensation whatsoever in case of failure of the contractor to adhere to the mobilisation schedule of the contract.
- 19.4 The applicable GST on the LD shall have to be borne by the contractor. Accordingly, the liquidated damages shall be recovered from the contractor along with applicable GST.

**20.0 PERFORMANCE SECURITY:**

The Contractor has furnished to the Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 10% of the Total Contract Price) with validity of 15(Fifteen) months beyond the contractual period. The Performance Security shall be payable to the Company as compensation for any loss resulting from the Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contractual period, the validity of the Bank Guarantee shall be suitably extended by the Contractor. The Bank Guarantee will be discharged by the Company not later than 30 days following its expiry.

**21.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

The Company's engineer will be associated with the work throughout the operations. The Contractor shall execute the work with professional competence and in an efficient and workman like manner and provide the Company with a standard of work customarily provided by reputed Contractors to major international oil companies in the petroleum industry.

**22.0 LABOUR:**

The recruitment of the labour shall be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the District Authorities of the area. The facilities to be given

to the labourers should conform to the provisions of labour laws as per contract Labour (Regulation and Abolition) Act, 1970.

### **23.0 LIABILITY:**

- 23.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of the Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 23.2 Neither the Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such liabilities and any suit, claim or expense resulting there from.
- 23.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against the Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 23.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.
- 23.5 Except as otherwise expressly provided, neither the Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any

liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of the Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless the Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

- 23.6 Neither the Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of the Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend indemnify and hold harmless the Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 23.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against the Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 23.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against the Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**24.0 LIMITATION OF LIABILITY:** Notwithstanding any other provisions herein to the contrary, except only in cases of wilful 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 50% of the Annualized 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.

- (c) The Company shall indemnify and keep indemnified the 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

## **25.0 INDEMNITY AGREEMENT:**

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

25.2 Except as provided hereof the Company agrees to protect, defend, indemnify and hold the 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 the Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/ properly 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.

## **26.0 INDEMNITY APPLICATION:**

The indemnities given herein above, whether given by the Company or the 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.

## **27.0 SET-OFF:**

Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract 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 PAYMENT, MANNER OF PAYMENT, RATES OF PAYMENT & INVOICING PROCEDURE:**

- 28.1 The Company shall pay to the Contractor, during the term of the Contract, the amount due calculated according to the schedule of rates and schedule of payment set and in accordance with other provisions hereof. No other payments shall be due from the Company unless specifically provided for in this Contract. All payments will be made in accordance with the terms hereinafter described.  
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 the Company 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.
- 28.2 MANNER OF PAYMENT: All payments due by the Company to the Contractor shall be made at the Contractor's designated bank. All bank charges will be to the Contractor's account.
- 28.3 Payment of any invoices shall not prejudice the right of the Company to question the validity of any charges therein, provided the Company within one year after the date of payment shall make and deliver to the Contractor written notice of objection to any item or items the validity of which the Company questions.
- 28.4 The Contractor will submit **three (3)** sets of all invoices to the Company address given under para 15.1 (a) duly super scribed 'Original' and 'copy' as applicable for processing of payment.
- 28.5 The Contractor shall submit invoices to the Company on the day following the end of each month for all daily or monthly charges due to the Contractor.
- 28.6 Invoice for reimbursable charges related to the contract will be accompanied by documents supporting the cost incurred.
- 28.7 Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by the Company.
- 28.8 The Company shall within 20 days of receipt of the invoice notify the Contractor of any item under dispute, specifying the reasons thereof, in which event, and payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed

portion. This will not prejudice the Company's right to question the validity of the payment at a later date as envisaged in sub-clause 28.3 above.

28.9 The acceptance by the Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of the Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

28.10 Payment of the last Invoice after successful commissioning of the facility shall be made within 45 days following receipt of invoice by the Company accompanied by the following documents from the Contractor:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel, if any, engaged by the Contractor or by its subcontractor.
- d) Any other documents as required by applicable Indian Laws.

28.11 The Contractor shall maintain complete and correct records of all information on which the Contractor's invoices are based up to 2(two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection. Any audit conducted by the Company of the Contractor's records, as provided herein, shall be limited to the Company's verification (i) of the accuracy of all charges made by the Contractor to the Company and (ii) that the Contractor is otherwise in compliance with the terms and conditions of this Agreement.

## **29.0 WITHHOLDING:**

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

- a) For non-completion of jobs assigned as per Section-II.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of the Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against the Contractor.
- e) Failure of the Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of the Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.

- g) Damage to another the Contractor of the Company.
- h) All claims against the Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by the Contractor to fully reimburse the Company under any of the indemnification provisions of this Contract.

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

Withholding will also be effected on account of the following:-

- i) Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of the Contractor which by any law prevalent from time to time to be discharged by the Company in the event of the Contractor's failure to adhere to such laws.
- iv) Any payment due from the Contractor in respect of unauthorised imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

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

### **30.0 APPLICABLE LAW:**

30.1 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 Dibrugarh/ Guwahati.

30.2 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:

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965

- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The AGST Act, WB & Bihar GST Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Environmental Protection Act
- o) Public Liability Act

30.3 The Contractor shall not make the Company liable to reimburse the Contractor to the statutory increase in the wage rates of the contract labour appointed by the Contractor. Such statutory or any other increase in the wage rates of the contract labour shall be borne by the Contractor.

### **31.0 SUBSEQUENTLY ENACTED LAWS :**

Subsequent to the date of bid closing, if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company /the Contractor shall reimburse the Contractor/pay the Company for such additional/reduced costs actually incurred/saved by the Contractor, subject to the submission of documentary evidence by the Contractor/the Company.

### **32.0 ROYALTY AND PATENTS :**

If any material used or methods or processes practiced or employed in the manufacture of items to conform with the requirements of the contract is/are covered by a patent(s) in respect of which contractor is not licensed, the contractor shall, before using the material, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license-fee(s) as may be necessary. 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.

### **33.0 SET OFF CLAUSE:**

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

Limited) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited)."

**34.0 WAIVER & AMENDMENTS:** 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.

**END OF PART – 3 SECTION – I**

## **PART – 3**

### **SECTION – II**

#### **SCOPE OF WORK (SOW) / TERMS OF REFERENCE (TOR)**

##### **1.0 Introduction:**

OIL INDIA LIMITED (OIL) a Government of India Enterprise, is a premier Oil & Gas Company engaged in Exploration, Production and Transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. The Company has operating interests across the country as well as in several foreign countries. The major Oil & Gas producing assets of the Company are located in Upper Assam Basin of North East India. The Operational area is spread over a radius of 60 KM from headquarters at Duliajan. Duliajan is well connected by Rail and Air with nearest Airport being at Mohanbari (Dibrugarh), 50 KM away.

Oil India Limited (OIL) proposes to construct Multi-storied (G+6) residential complexes comprising of approx. 168 nos. flats within OIL's housing colony at Duliajan.

##### **2.0 Objective:**

Oil India Limited (OIL) intends to engage an **Engineering and Project Management Consultant** (EPMC) for Multi-storied (G+6) residential complex comprising of approx. 168 nos. of flats spreading over nos. of similar towers at OIL Housing Colony in Duliajan, Assam. The various facilities will be arranged meeting the guidelines of Local / Central authority.

The Multi-storied Residential Complex shall be constructed within the existing Residential Area of OIL after demolishing some D+ Type Bungalows near OIL Hospital in OIL's Fields Headquarters (FHQ) at Duliajan, Assam.

*(Existing site layout attached for reference in **Annex-1**. The existing D+ Type Bungalows in the area marked in BLUE are to be demolished for construction of the multi storied Residential Complex).*

The broad objectives of engaging an EPMC is to ensure:

- a) High standards of planning, designing, execution and commissioning of the Project as per the relevant codes and standards;
- b) High standards of quality assurance /quality control in the execution of the works;
- c) The completion of the works within the stipulated time frame;

- d) The comprehensive supervision of Project implementation activities including, designing, construction and handing over the project to OIL and its maintenance till end of defect liability period carried out by different contractors;
- e) The efficient construction supervision and management of works by personnel who are experienced in modern methods of construction and contract management;
- f) The application of reasonable and consistent design, and contractual resolutions of the Contract with the contractor executing the works;
- g) All such other actions required to be taken for satisfactory completion of the project to the entire satisfaction of the OIL.

### **3.0 Description of Work:**

The various facilities shall be arranged meeting the guidelines of Local / Central authority.

3.1 Each flat will have a minimum carpet area of 1390 sqft. subject to +2.5% variations during final design approval stage. Each flat will be of 2 BHK type including one master bedroom with an attached bathroom, one additional common bathroom and one study room. The kitchen shall be of modular type. Provision for installation of ACs should be kept in the bed rooms.

3.2 The Ground floor will be used for car parking.

3.3 Minimum two balconies should be provided in each flat.

3.4 Each building tower should be provided with two staircases satisfying safety norms as per National Building code (NBC).

3.5 Two lifts having minimum capacity of 08 persons should be provided in each building tower.

3.6 All towers should be provided with fire fighting arrangements as per NBC.

3.7 Building control norms & owners aspiration:

3.7.1 Proposed Multi-storied Residential Plot area (A) = 36,618 SQM (Approx.)

3.7.2 Number of Storey is G+ 6.

3.7.3 Max nos. of Independent parking space in terms of number of cars within ground floor/ stilt area subjected to 2 nos. car parking for each dwelling units

3.7.4 Effective utilization of open space (greenery, park, road side plantation) in terms of percentage plot area

3.7.5 Effective space utilization of building (cumulative Carpet area/ total floor area). Envisaged Ratio= 0.75

3.7.6 Criteria for ground coverage: Max ground coverage 20% and Min Ground Coverage 13.16% is envisaged.

3.7.7 Max. FAR (Floor Area Ratio) = Total floor area /Plot area= 1. Envisaged FAR = 0.80

3.7.8 Optimized building design to reduce conventional energy demand in terms of Electrical energy consumption using natural light and air. It is envisaged that each flat is 270 Degree open preferably.

3.7.9 Adaptation of efficient design and technology to reduce time of construction (Activity chart shall be provided)

3.7.10 After meeting the requirement as detailed in SOW, provision of future expansion is required to be shown specifically in terms of Percentage of plot

*(Note: EPMC to calculate and submit the requisite data/ document along with related drawings with their technical bid in support of their claim against point nos. 3.7.3 to 3.7.10).*

#### **4.0 Consultant's Scope of Work:**

As the EPMC for the job, the consultant shall act as an extended hand of OIL, always keeping in view OIL's interests and advising/guiding OIL on all important matters and ensure that the project is completed within stipulated time and cost with quality deliverables.

The scope of work of the EPMC is broadly defined under the following heads however the list is not exhaustive.

##### **4.1 Brief Scope of Work:**

The scope of work of the EPMC is broadly defined, but not limited to as given herein:

- a) To carry out soil investigation job to find out all the soil parameters.
- b) Preparation of a project plan including all internal & external linkages.
- c) Planning of Demolition of existing Bungalows.
- d) Design of Multi-storey (G+6) RCC residential building with all modern Amenities to accommodate a minimum of 168 flats (approx.) spreading



required over nos. similar towers. Design should be carried out in such a way that the ground floor has to be utilized for car parking.

- e) Planning and design of internal ring road so that each flat can have access to the nearby road and fire tender can move in all internal roads. The road should have a minimum width of 5.5 m (Carriage way).
- f) Planning and design of Centralized Park with peripheral walkway and complete layout.
- g) Design of Boundary wall (10 ft. ht.) all-round the proposed Housing with minimum two different entry and exit with security hut in each point.
- h) Planning and design of storage and distribution system of household water. Source water will be provided by OIL.
- i) Design of Recreation centre with Community hall and shopping outlet.
- j) Design of lift (2 nos. per block) with minimum capacity of 8 (eight) persons.
- k) Planning and design of power distribution system including all electrical components, street light etc. Source of power will be provided by OIL.
- l) Planning and design of plumbing/ drainage system including storm water drains and its connection to nearby Leader drain.
- m) Landscape design.
- n) Planning and design of fire fighting system as per NBC.
- o) Planning and design of network for telephone, internet, television etc.
- p) Preparation of tender documents with detailed Bill of Quantities (BOQ), detailed specifications etc.
- q) Providing construction supervision and Management service inclusive of QA/QC during the implementation of works (construction phase).
- r) Ensure that high quality construction is achieved and all works are executed in full compliance with the engineering design, technical specifications and other stipulations of the contract documents and within the specified time.
- s) Preparation of preliminary and detailed cost estimate of the Project.
- t) Preparation of tender documents for construction contractor and submission to OIL for approval. Carry out Technical Evaluation, Cost comparison & recommendation for awarding of Work to a Construction Contractor.
- u) Expediting of delivery of equipment/Material being manufactured/ supplied by concerned vendor and inspection of the items delivered.
- v) Health, Safety & Environment (HSE) Management.
- w) Certification and forwarding the contractor's bills to OIL within the stipulated time.
- x) Project closeout including closing of Purchase orders and contracts.

All aspects of the Project will be in strict conformity with Guidelines and Specifications laid out in CPWD publication and the scale of amenities shall conform to the Technical Standards stipulated by National Building Code (NBC-latest available) and Energy Conservation Building Code (ECBC-latest available).

*The EPMC shall discharge the following obligations:*

- a) The role of the EPMC shall be to perform all functions to implement the Project as a whole and act as the Engineer of OIL. In this process, the EPMC shall ensure compliance to CVC guidelines, GFR and/or any other instructions/ guidelines issued by the Central/State Government relating to execution of works.
- b) EPMC shall work with the aim to complete the Project on or before the schedule, within the stipulated cost and shall follow all relevant & applicable international/national codes and standards.

#### **4.2 Detail Scope of Work**

**Detailed planning and design of the facilities envisaged (through in-house expertise or through other qualified agencies like architectural/engineering firms) and construction supervision and monitoring during project execution phase.**

The Detail scope of work of EPMC is outlined below. However, the list is not exclusive/exhaustive and limited. EPMC shall also be required to do the works as a consultancy service provider not envisaged herein and specifically mentioned below, but otherwise required for overall completion of the project, within the quoted price/awarded value of work to EPMC.

The Contract shall be in two distinct phases:

**Phase I:** Design Phase

**Phase II:** Site Supervision & monitoring during Construction phase

##### **4.2.1 Phase- I (Design)**

- i) Soil Survey & Investigation:
  - a) Soil investigation, topographical survey, collection of required data from the site and from OIL, concerned state/central government authorities etc.
  - b) Development of Contour map and all other relevant drawings and maps.
  - c) Minimum 3 boreholes are to be carried out for every building block.

ii) Architecture Design:

- a) Preparation of Master Plan Layout for the Residential Complex. The master plan shall be integrated with the existing master plan of the OIL, Duliajan Township; envisage future developments and shall be so developed as to use the available land in an efficient manner leaving enough space for future developments and keeping the existing green belt area untouched as much as possible.
- b) Circulation and traffic movement including pedestrian.
- c) Architectural Planning and Design for the residential quarter's blocks and related ancillary structures.
- d) Preparation of Detail Building wise Floor plans.
- e) Preparation of Elevations and Sections.
- f) Detail Interior design of various spaces in the residential quarters like modular kitchen/cupboards etc.
- g) Ensure that the nature, position, and appearance of all controls of plumbing and electrical installation satisfy user and aesthetic requirements, and ensure that adequate coordination drawings are prepared.
- h) Landscape Design: Detail Landscape design including soft and hard surface design for open spaces, green areas etc. with all required details.
- i) Preparation of construction / Working drawings: Site plan, architectural drawings, Landscape etc.
- j) The Master plan along with all necessary details shall be submitted to OIL for approval.
- k) After finalization of Concept Plan, one number model of minimum size of 5ft x 3½ft showing Master Plan & various components of Buildings is to be provided to OIL.
- l) Preparation of 3D modelling of the project.

iii) Civil and Structural Designs:

- a) Comprehensive structural design of all the building components and infrastructure planned under the project. EPMC shall be required to carry out comprehensive soil investigation including topographical and geotechnical survey for efficient design for buildings at no extra costs to OIL.

- b) The Consultant shall perform all the Civil & Structural design work necessary by utilizing the most economical, effective and widely accepted engineering concepts as per the latest BIS Codes of Practices for Earthquake resistant structures and shall at all times show a high degree of professionalism in their work. **The Consultant shall be fully responsible for the design and third-party approval/Vetting (by IITs / NITs only) of all the major Civil & structural engineering documents/ drawings.** The payment for approval/ vetting of engineering documents/ drawings from third party shall be made by EPMC directly and the same has to be loaded by the EPMC in their quoted price.
  - c) The structural design shall have to be done on STAAD-PRO software (latest licensed version) or any other standard software.
  - d) A copy of structural grid along with design calculations both in soft & hard copies shall be submitted to OIL for approval and record.
  - e) Plumbing, Sanitary and Public Health: Comprehensive planning, determination of water demand & designing of Plumbing systems, water supply storage & distribution, sanitary, sewerage, wastewater circulation and disposal, storm water drainage system.
- iv) Electrical & Communication Engineering Services:
- a) After layout & preliminary building plans are finalised, the EPMC shall calculate total Electrical Power requirement of the Building complex and accordingly design a suitable electrical power distribution system.
  - b) Detail design of Internal light, Fittings, Exhaust fan, Ceiling fan, Switch board, Electrical Panels, Rising main, Energy meters, Lightening arrester for all buildings.
  - c) Detail design of power supply to all buildings which includes LT Panels, cabling to all LT Panels, Feeder Panels as per standard specifications and data of present system already working at site.
  - d) Integration of sub-stations and up-gradation of the capacity of existing facilities, if required.
  - e) All necessary planning and design for LAN / fibre-optics communication/ other advanced communication technology, Telephone & Television network, Display, Security and surveillance system including CCTV etc.
  - f) Detail design of lightning protection and earthing system for various areas, lighting of buildings, general lighting, outdoor lighting, façade lighting, security lighting etc.

v) Mechanical Engineering Services:

- a) Comprehensive planning & designing of all Mechanical services and systems such as Lifts, Fire Fighting system, provision of Air-conditioners to be installed by the users of the all flats.
- b) Fire Fighting system: Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system etc. The latest edition of NBC should be followed for Fire Fighting system design.

vi) Water Supply and sewage system:

- a) Calculation of water requirement. Design and prepare working drawings of internal and external water supply system including distribution system and internal plumbing, recycling of treated wastewater etc.
- b) Design of hot water supply system consisting of centralized/ localized hot water supply system (Solar/Boiler/Geyser etc.)
- c) Design and prepare working drawings for internal and external waste disposal systems with proper sanitary disposal facilities.

vii) Cost Engineering and Estimate:

- a) Preparation of Area statement floor wise.
- b) Preparation of detailed cost estimate based on up to date CPWD- schedule of rates as applicable and as per market rates (based on the template of DAR, if the template not available Good Engineering Practice to be adopted) for non-scheduled items.
- c) Preparation of cost estimate during execution of work as per actual site requirement enabling client to keep the cost within the approved amount.
- d) Assumptions & basis for cost estimate, which shall include the preparation of documentation to support the cost estimate. This shall also include all factors of major cost-significance. Estimate without basis and supporting documents will not be accepted.
- e) Item-wise Bills of quantities along with detailed Quantity Calculation sheet with respect to approved drawings duly priced. All estimates shall be prepared on the basis of up to date CPWD- schedule of rates, norms and on the basis of market rate analysis for non- scheduled items. These estimates should be comprehensive and should include for all items along with

Quantity take off sheets w.r.t. related drawings. In case of Market Rate items, detailed analysis along with minimum 3 (three) quotations from manufacturers/authorized dealers is to be submitted.

- f) Provide assistance in settling all commercial issues with the contractors till the final closeout.

viii) Procurement and Contracting:

The EPMC will be responsible for preparing the Tender documents for selection of Construction Contractor. The tender documents shall incorporate the standardized “General Conditions of Contract” and “Instruction to Bidders”. The tendering shall be done in line with OIL’s “Contracts and Procurement Procedure” and Notifications/ guidelines being issued by Ministry, Government of India, Central Vigilance Commission etc. from time to time.

The envisaged activities include:

(a) Preparation of complete tender document including item-wise BOQ, item-wise detailed technical specifications and commercial parts for inviting bids for Construction contractor based on Basic & Detail Engineering in consultation with OIL.

(b) Submission of the tender document to OIL for checking/approval, fulfilling all aspects of jobs required for construction of the Housing Complex in both hard (03 copies duly printed in colour and hard bound) and soft copies; publication of NIT and facilitating OIL to upload the tender in the e-portal of OIL and Govt. portal.

(c) Intimation to prospective bidders drawing their attention to the tender; organizing pre-bid conference at Duliajan / Guwahati in consultation with OIL and in presence of OIL’s representative for expeditious replies to bidders' techno-commercial queries (TQ/ CQs) during the pre- bid meeting. Preparation of draft reply to the bidders' queries by EPMC for issuance of the same by OIL to the bidders.

(d) Bids (techno-commercial & priced) from Construction Contractors to be evaluated as per tender procedure. Initially only techno-commercial bids shall be opened which shall be evaluated and tabulated by EPMC on Quotation comparison sheet for technical compliance including bidders’ response received

against reply of TQ/CQs and forward the recommendation on the technically acceptable offer together with copies of all related correspondences to OIL.

(e) On receipt of EPMC's recommendations on technical evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for opening the priced bids of the technically qualified bidders.

(f) After receipt of approval for opening of priced bids of technically qualified bidders, OIL shall intimate the technically qualified bidders for attending the priced bid opening. Priced bids shall be opened at OIL's office at Duliajan in presence of technically qualified bidders within one week of intimating the bidders. Bids of the technically disqualified bidders shall not be opened.

(g) On receipt of EPMC's recommendations on final commercial evaluation of the bids received against the tender, OIL shall arrange for obtaining necessary approval from OIL's competent authority for awarding the contract to Construction Contractor. On receipt of necessary approval, OIL shall issue the Letter of Award (LOA) to the contractor awarding the contract to Construction Contractor and enter into an agreement with the Construction Contractor. EPMC will formulate the Contract agreement for Construction Contractor as per OIL's guideline.

#### 4.2.2 Phase II (*Construction Management & Supervision*)

##### A. Planning and Scheduling:

The EPMC shall be responsible for preparing project plans and schedule in line with the Overall Project Schedule provided by the client. This shall include the preparation and submission of:

- a) Work Breakdown Structure (WBS)
- b) Project Network Diagrams, Gantt Chart etc.
- c) Project Activity List, Milestones incorporating the Early Start, Finish, Late, Late Start & Late Finish Dates, etc.
- d) Overall Project Schedule (up to L4 level): Monthly Breakups and Cumulative Breakups
- e) Project Financial Commitment Schedule in accordance with the envisaged / actual dates for order placement
- f) Inspection Schedule and Plan, wherever applicable.

g) Manpower Deployment Schedule

B. Management and Monitoring:

The EPMC shall be completely responsible for the entire Project Management wherein they shall be required to work in close coordination with OIL. For efficient and timely completion of the project the EPMC shall be required to:

- a) Establish Communication matrix in Concurrence with OIL
- b) Establish Procedures for various activities to be performed for various WBS elements viz. Tendering, Ordering, Manufacturing, Inspection, and Delivery etc.
- c) Conducting weekly and Monthly Project review Meeting with all the stakeholders involved and take corrective actions as may be required for timely completion of the project.
- d) Based on requirement, the EPMC shall attend meetings with OIL within the shortest possible time wherein appropriate level of person shall be deployed.
- e) Ensure that the Contractor carries out the works following the relevant standards, specifications, guidelines issued by the different authorities and codes of practice (as corrected up to date of signing of the Agreement), designs/ drawings forming part of Contract between Client and the Contractor or as suggested by Client, during construction phase. EPMC shall ensure that all defects and deficiencies in workmanship found during the course of work by the Construction contractor is rectified by the contractor.
- f) Identification of all activities/steps required for execution of the project within approved cost and stipulated time.
- g) Identification of all activities falling on the critical path of the project,
- h) Identification of all activities requiring close co-ordination/synchronization,
- i) Preparation of a look-ahead model/ catch-up plan for the project from time to time and ensure mobilization of adequate resources.
- j) Highlight pitfalls, if any, caused by the Vendors/ Contractors / any agency hindering execution of the project and resolve.
- k) Review and approve all Technical submittals like Data Sheets, GA drawings, Shop drawings etc., if any prepared and submitted by the Contractor.
- l) Surveillance and expediting of Contractor's construction and procurement activities to ensure that works are executed by the contractor in line with the Contract Agreement between the Client and the Contractor. Identifying the



root causes of the problems/ shortcomings encountered in material delivery and construction activities.

- m) Timely measurements of WORKS & certification of bills of the Contractor and recommending the same to Client for payment as per billing frequency agreed upon. Maintaining necessary measurement books/records of the contractor's work.
- n) Providing technical clarification/ suggestion to the contractor.
- o) EPMC shall ensure that all the items including raw construction materials received at site are strictly in accordance with the requirement of the relevant standard and specification. EPMC to ensure that all the necessary lab tests/ field tests are performed by contractor to verify suitability of materials.
- p) Strictly ensure for compliance of proper safety measures by Construction contractor's personnel.
- q) Review and approval of Health, Safety and Environmental (HSE) manual submitted by the Contractor in line with Contract conditions, statutory guidelines. EPMC to ensure deployment of adequate and qualified safety engineers & supervisors by the contractor, safe working methods at site, prevention of incidents / LTA, extensive use of PPEs, compilation and reporting of safety records / data, conducting awareness programs & tool box meetings by the Contractor etc. for effective implementation of HSE parameters by the Contractor.
- r) Conducting HSE Audits as per the In-house procedure of the Consultant.
- s) Ensure compliance to all statutory rules and regulations by the Contractor and submission of records / return to relevant statutory authorities regularly by them.
- t) Undertaking site visits to attend PRMs as and when required (*and to collect necessary information/ data during Design phase*) shall have to be borne by the consultant and shall be covered within the quoted/negotiated fees and nothing extra shall be payable on this account.
- u) Ensure that adequate resources are deployed by the Contractor to achieve the scheduled progress of work and ensuring corrective actions are taken by the contractor at appropriate times for avoiding slippage / delay.
- v) Record and Review of hindrances / delay/ mobilization/ constraints, if any in the light of the contract between Client and the Contractor.
- w) Ensure that all statutory approvals required during **the Pre-construction, Construction & Post Construction phase** including the Occupancy Certificate (including but not limited to approvals from Municipal/ Area

Development Corporations, Fire Service, MOEF, Pollution Control Boards, Electricity Boards, CEA/ CEIG, Lift Inspectorate etc. as required) are timely applied for and obtained.

- x) Review/ Maintenance of all site records, including Measurements / Abstract and other documentary requirements meeting the requirements of CTE/CVC guidelines for such works.
- y) Provide assistance to the Client for submitting replies to the observations made by the CTE/CVC/CAG or any other Government audit bodies.
- z) EPMC will ensure proper handing over of the completed project to OIL including the left-over construction surplus materials, mandatory spares, test and Inspection Certificates of all the major equipment and final drawings and documents.

C. Quality Control:

- a) Review and validate Contractor's logistics plan, plan for deployment of manpower and machinery, procurement plan of material including long lead items.
- b) Review & approval of Quality Assurance Plans (QAP), Job Procedures (JP's), Inspection & Test Plans (ITP's) and recording formats prepared by the Contractor.
- c) Review of QAP for Factory Acceptance Test (FAT) of major equipments, if any.
- d) Preparation of Inspection Categorization Plan (ICP) for factory inspection of major equipments, if any as per project requirement and in-house guidelines of the Consultant.
- e) Witnessing Factory Inspection Tests (FAT) of major equipments, if any as per approved QAP & ICP.
- f) Approval of Material Sources, Concrete Mix Design etc. submitted by the Contractor.
- g) Ensure establishment of full-fledged and well calibrated testing laboratory facilities at site by the Contractor for ensuring field testing of construction materials.
- h) Witnessing field testing in line with the QAP's and ITP's established.
- i) Review the material test reports, inspection report, external lab reports, and Manufacturer's Test Certificates (MTC) etc. as per QAP, relevant standards and codes of practice, including rejection of Sub-standard/ Non-conforming works/ materials and remedies thereof at the cost of Contractor.

j) Conducting Quality Audit as per in-house procedure of the Consultant / OIL.

**D. Cost Control of the project:**

a) Regularly monitor the execution of works and generate cost control reports during the execution phase of the Project. The Report shall be generated on a monthly/ quarterly basis (as required), highlighting the trend in cost variations, if any with respect to the approved cost and the reasons for the same.

b) Review Extra items/claims, Change Orders, Waiver / Deviation Permits / Design Change Notes (DCN's), if any submitted by the Contractor and forwarding to Client for approval. EPMC should also recommend on time and cost implication on account of the same.

**5.0 Statutory clearances:**

5.1 List out the statutory approvals/Clearances which are required for the Project. Review approvals/Clearances already obtained by OIL from various external Authorities and recommend others which are to be obtained.

5.2 EPMC shall be responsible for obtaining statutory clearances/ permissions from statutory and other Government authorities like SPCB (State Pollution Control Board), Municipal/ Area Development Corporations etc.

5.3 Statutory fee remitted by EPMC towards obtaining the statutory approvals shall be reimbursed in actual by the Owner upon submission of documentary evidence.

**6.0 Use of Project Management Software:**

EPMC will deploy suitable WEB based project monitoring tools/ software for planning, scheduling and monitoring of the project & facilitate remote log-in for the project monitoring team. The log-in is to be password protected.

*Note: M/s OIL uses Project Management Software named TIEMCHART for creating, updating and storing all project related data, information and reports, etc. Project schedule, resource planning, billing schedules and other details are updated in the software. EPMC may use TIEMCHART or the one they desire for. It will be the responsibility of the EPMC to facilitate OIL in upload all the necessary information/ reports in TIEMCHART software.*

**7.0 Post Construction Stage/ Project Close- out:**

7.1 The defect liability period of this project shall be 12 months after completion of work or taking over of building whichever is earlier. EPMC shall be responsible for satisfactory rectification of defects by the Construction Contractor, without any extra cost.

7.2 Review from time to time the performance of the construction and operation of the different systems installed by the Contractor during the Defects Liability Period (DLP) period and get rectifications, if any done by the Contractor, as required at no extra cost to the Client/ Consultant.

7.3 Assistance to the Client in finalizing the Agreement for Comprehensive Annual Maintenance (CAM) of the facilities with the Contractor for the period as agreed upon.

Consequent upon the successful completion and commissioning of the project the EPMC shall be responsible for the following:

A. Submission of final documents in required soft and hardcopy format shall be under the following heads:

- a) As built drawings
- b) Updated Data Sheet
- c) Updated BOM
- d) Service/ Operation/ Maintenance Manual
- e) Test Reports
- f) Construction documents (civil/mechanical/electrical/ instrumentation/ control)
- g) Lesson learnt: Problems faced during the project execution and mitigation measures taken for future reference.

B. Project Closeout Report incorporating following minimum:

- a) Project brief
- b) Chronology of Approvals
- c) Head Office & Site Office Organogram
- d) Names of Personnel working for the project along with all contact details
- e) Any other details required for maintenance of the complex
- f) Names of Standards referred and used in design and Engineering for various items, Construction, Inspection
- g) WBS element wise “S” Curve and for Overall physical progress
- h) List of key milestones and date of actual achievement

- i) Experience gained during Project Execution and improvements for future projects.
- j) Construction Photographs and videos.

C. Carryout comprehensive verification of all the works upon completion.

D. Ensure that the constructed works and sites are cleaned/ cleared and ready for occupancy and use.

E. Recommend to the Client to issue Final completion certificate after the contractor has satisfactorily completed all work under the terms of contract agreement and for final payment to the Contractor.

F. Assist the Client in Taking over of the constructed facilities including preparing the defect/snag lists, if any in consultation with Client and ensuring the rectification of the same by Contractor.

G. Establish a “Check List” and Review all contractual points before taking over from Construction Contractor.

H. Assist the Client to reply to the Audit/ CTE’s observations and arbitration cases etc., if any.

I. Provide all documents / reports / statements of facts / counter statements of facts during Arbitration cases, if any and for closing out of Audit / CTE’s observations.

## **8.0 Documentation & Submission of Reports:**

EPMC shall prepare and submit reports as follows. The format of the reports shall be discussed and mutually agreed between OIL & EPMC. EPMC will provide all necessary assistance to OIL for reporting to higher authorities of OIL e.g. MoP&NG or any other concerned authorities.

8.1 Daily Progress Report (DPR): DPR should include day-to-day progress report of site work.

8.2 Monthly Progress Report (MPR): As a minimum, the following information shall be available in the monthly report:

- a) Monthly progress reports shall include the historical background of the Project; Project status report; a brief description of actual versus planned progress;
- b) Graphs or charts showing physical progress of works
- c) Progress on Procurement
- d) Progress on Construction work

- e) Details of Costing
- f) Status of Quality reporting
- g) Status of statutory approvals. HSE report
- h) Comments on the quality of Work and Contractor's performance
- i) Specific delays, impact of accumulated delays, reason for such delays, action plans proposed to bring back to original schedule, major bottlenecks and hold-ups
- j) Problems encountered and resolutions
- k) Photographs showing completed Work and construction activities undertaken during the relevant reporting period

8.3 Accident Reports: A report of the circumstances of any significant accidents/near misses occurring during execution of the project shall be forwarded to OIL. In case of any accident report, the FIRST PERSON RESPONSIBLE for the accident shall be clearly indicated.

8.4 Claim Reports: A report detailing the Project Manager's/ Resident Construction Manager's assessment of each claim notified by the Construction contractor shall be prepared and submitted to OIL.

8.5 Other Documentation: EPMC shall keep record as mentioned below, but not limited to the followings:

- a) Maintain a set of drawings ("as-built" drawings) recording all details of the work as actually executed.
- b) Maintain at the project site orderly files for correspondence, reports of site meetings, product and material submissions, site instructions, information and drawings issued as well as Consultant's clarifications and interpretations of the contract documents, progress reports and other related documents.
- c) Keep a diary or log book, recording daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
- d) Records of the Meetings.

## **9.0 Time Schedule of EPMC:**

9.1 The EPMC shall ensure that the project shall be completed within the stipulated period. The EPMC would prepare detailed activity schedule for the project in consultation with OIL at the time kick-off meeting. All efforts should be made to meet all the intermediate schedule and milestones.

9.2 Time is the essence of contract. EPMC shall ensure makeup plan in place for achieving the scheduled completion. EPMC is required to plan and put manpower and resources accordingly.

9.3 EPMC is required to work simultaneously on various activities and accordingly, make all out efforts to complete the project on or before the time schedule.

9.4 The time frame for the major activities shall be as under:

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Period from Date of issue of LOA to EPMC</b>	<b>Cumulative period from Date of issue of LOA to EPMC</b>
1.	To carry out the survey and preparation of preliminary architectural concept report/ schemes/ drawings of project/different buildings etc. and preliminary estimate for the project as per the requirement including the Master Plan of Entire Project.	Within 30 days after issue of LOA	30 days
2.	Getting approval of the Master Plan, preliminary concept report/ estimate from OIL and other concerned authorities/ local Bodies as applicable.	Within 20 days after submission of preliminary estimates.	50 days
3.	Preparation of detailed Design Calculations of each component including submission of detailed item wise estimates & rate analysis for non-scheduled items, Detailed project report (DPR) etc. for call of tender.	Within 20 days after approval of Master Plan and preliminary Estimate by OIL	70 days

4.	Finalization of Tender Document, BEC and submission to OIL for review / approval of Competent Authority.	Within 70 days after issue of LOA	70 days (Parallel activity)
5.	Invitation of Bids, Pre-bid Meeting, Opening of Technical Bids for Selection of Construction Contractor	40 days after Sl. No. 4	110 days
6.	Scrutiny of Technical Bids & Recommendation, Approval from OIL's Competent Authority, Price Bid opening, Recommendation, Approval from OIL's Competent Authority, Award of LOA to Construction Contractor.	70 days after Sl. No. 6	180 days (6 Months)
7.	Issue of "Good For Construction" (GFC) drawings for all components of the scheme. <i>(EPMC shall be pro-active and responsible to release all GFC drawing within 150 days time period of planning &amp; designing so as to issue the same to the Contractor immediately upon their appointment to ensure that Construction at any point of time is not held up for want of GFC drawings.)</i>	80 days after Sl. No. 4 (Parallel activity)	
8.	Construction Supervision and Project Management Services during construction stage & till complete handing over of the project	24 Months from the date of issue of LOA to Construction Contractor.	30 Months

## 10.0 Addition, Reduction in Scope and Re-Tendering:

10.1 Change in drawings / documents due to site conditions are to be carried out by the EPMC without any extra cost to OIL.

10.2 Re-working / re-tendering / re-designing, if any, shall be done without any extra cost to OIL. Re-tendering for non-responsiveness, less competition, higher price, etc., the same is to be carried out by EPMC within the quoted cost.



## **11.0 Other Conditions:**

11.1 EPMC shall perform the work under this CONTRACT with diligence and conforming to the best practices available.

11.2 EPMC shall perform their obligations conforming to rules, regulations and procedures prescribed by law/ Statutes.

11.3 EPMC shall be responsible for ownership of the design, engineering, patent etc.

11.4 EPMC shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.

11.5 EPMC should intimate in advance for any OIL's obligations for timely completion of activities (e.g.) requirements of statutory norms, regulatory authorities etc.

11.6 EPMC shall provide all necessary documents in time to the contractor for commencing and proceeding with the work as per agreed schedule.

## **12.0 EPMC'S Manpower:**

EPMC shall deploy & engage professionally qualified & experienced team of professionals for efficient planning, designing and supervise the execution of construction, erection and installation of the complete system as detailed above, to ensure quality and soundness of construction, erection and installation. Day to day field activities including comprehensive suggestions and supervisory consultancy and monitoring the implementation of project. EPMC's engineer/supervisor must be present at site on round the clock basis wherever job continues during extended hours. EPMC shall deploy experienced technical personnel.

EPMC shall ensure that the complete manpower whose names have been proposed to be deployed for the project execution will not change during project execution. In case of any change in deployment, the EPMC shall submit bio data of the substitute manpower proposed having atleast the same experience and qualification than the person originally proposed and take OIL's approval.

The following members from the EPMC are to be associated with the Project and the personnel mentioned in points **(A)** & **(B)** shall have to visit the site as per requirement of the project.

**(A) Project Manager:** The Project Manager shall be a professionally qualified with Engineering Degree in Civil Engineering to lead the Project team. The Project Manager must have at least 15 years of experience in executing min. 2 similar Civil Engineering projects related to Construction of multi-storied building. Project Manager shall be responsible for overall coordination of the Project. The Project Manager should have knowledge of Project Management, Contracts Management, and Codes and Standards pertaining to Civil Engineering projects, Government Guidelines etc.

**(B) Design Team:**

(i) **Lead Architect** shall have minimum professional qualification B. Arch having minimum 15 years of experience in Planning & Designing of 2 (two) similar projects and having valid registration with Council of Architecture of India. The Lead Architect shall be either Employee of the EPMC or may be an associate appointed by the EPMC. EPMC shall be responsible/ accountable for all planning & designing services provided by the Lead Architect. Lead Architect shall visit site periodically as and when required to ensure that the work being executed as per the drawing & Design.

(ii) **Structural Engineer** shall have minimum Qualification of M. Tech/ M.E. – Civil (Structure) having minimum 15 years of experience in Planning & Designing of 2 (two) similar projects.

(iii) **Public Health Engineer** shall have minimum Qualification of BE/ B. Tech. in Civil Engineering having minimum 10 years of experience in Planning & Designing of 1 (one) similar project.

(iv) **Electrical Engineer** shall have minimum Qualification of BE/B. Tech. in Electrical Engineering having minimum 10 years of experience in Planning & Designing of 1 (one) similar project.

(v) **Mechanical Engineer** shall have minimum Qualification of BE/B. Tech. in Mechanical Engineering having minimum 10 years of experience in Planning & Designing of 1 (one) similar project.

(vi) **Electronics & Telecommunication Engineer** shall have minimum Qualification of BE/ B. Tech. in Electronics & Tele-communication Engineering having minimum 10 years of experience in Planning & Designing of 1 (one) similar projects.

**(C) Execution Team:**

The minimum requirements for deployment of Technical personnel (**key personnel**) of EPMC are to be **stationed at site** during the Construction Phase, are as under:

- (i) **One (01) No. of Resident Construction Manager** who shall be a Civil Engineering Graduate and having at least 10 years of experience in executing min. 2 (two) similar Civil Engineering projects related to Construction of multi-storied building and shall be responsible for overall coordination and supervision/monitoring of the site activities during construction phase.
- (ii) **Two (02) Nos. of Engineering Discipline Personnel** who shall be Civil Engineering Graduates having at least 7 years of working experience in having executed min. 1 (one) similar project and shall be responsible for daily supervision/monitoring of the project at site.
- (iii) **Two (02) Nos. of Engineering Discipline Personnel (*one each from Electrical and the from Mechanical*)** having at least 5 years working experience who shall be Project Engineer responsible for supervision/monitoring of the PHE and E&M works of the project. They shall be deputed to the site as & when required.
- (iv) **One (01) No. of HSE cum QA/QC engineer** who shall be a Civil Engineering Graduate having at least 5 years working experience in executing min. 1 (one) similar project and shall be responsible for HSE activities and QA/ QC at site.

The key personnel (Execution team) may be reduced or withdrawn only with prior permission of OIL. **List of all the manpower with name and testimonials shall be submitted to OIL immediately after issue of LOA.** Failure to deploy above mentioned key personnel without approval for relaxation of clause of OIL will invite penalty as mentioned below. Prolonged non-availability of required personnel/ staffs **at site** even after two reminders from OIL may lead to termination of Contract/other remedy as considered appropriate by OIL.

12.1 Recovery Rate for Non-Deployment of Key Personnel:

Sl. No.	Designation	Minimum Nos. of persons to be deployed	Deployment schedule	Minimum Qualification/Experience	Rate at which recovery shall be made from the Contractor in the event of non-deployment
1.	<b>Resident Construction Manager</b>	01	Immediately after issue of LOA till the completion of work.	BE/B. Tech (Civil)/ 10 years	Rs. 2,000/- per day
2.	<b>Civil Engineer</b>	02	<i>First person-</i> Within one week.  <i>Second person-</i> When required as per progress of the work /or as intimated by OIL	BE/B. Tech (Civil)/ 7 years	Rs. 1,700/- per day
3.	<b>Electrical / Mechanical Engineer</b>	01 + 01	Before the commencement of Electrical / Mechanical work till the completion of work.	B.E/ B. Tech (Electrical) / 5 years  <b>Or,</b> Diploma (Electrical) / 8 years	Rs. 1,400/- per day per person

<b>5.</b>	<b>HSE cum QA/QC Engineer</b>	01	From the commencement of construction works till the completion of work.	BE/B. Tech (Civil)/ 5 years	Rs. 1,600/- per day
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***Note: The recovery as stated above shall be applicable after completion of 10 (ten) consecutive days of non- deployment of requisite key personnel.***

**END OF PART – 3 SECTION-II**

**Part-3**

**Section-III**

**SCHEDULE OF RATES & PAYMENT (SOR&P)**

**PROFORMA- A SHEDULE OF RATES/PRICE BID FORMAT**

HIRING OF ENGINEERING AND PROJECT MANAGEMENT CONSULTANCY (EPMC) SERVICES FOR CONSTRUCTION OF “NEW HOUSING PROJECT” AT OIL TOWNSHIP, DULIAJAN

	Description	Unit	Total Quoted Price Amount in Indian Rupees
<b><u>PRICE SCHEDULE:</u></b>			
	Total Cost of Services for the entire Work as mentioned in the <b>Scope of Work</b> of the tender document including preparation of tender document, scrutiny of Bids and making final recommendation, overall Construction Supervision, Inspection of incoming materials, measurement and certification of work done by EPC contractor, quality checking, etc. and all other applicable taxes and duties	Lump sum (AU)	
Total (Rs.) (exclusive of GST)			
Applicable GST Rate in %			
Total (Rs.) (inclusive of GST)			
<b>Total quoted Price in words</b>			

**NOTE:**

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

2. Price Bids shall be evaluated on overall lowest cost to OIL (L-1 offer) basis i.e. considering total quoted price for all services including applicable GST (CGST & SGST/UTGST or IGST)
3. 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.
4. Price Bid uploaded without giving any of the details of the taxes (Including rates and amounts) will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
5. Input Tax Credit on GST (Goods & Service Tax) for this service is NOT available to OIL & the bids will be evaluated based on total price including GST.
6. The quoted price shall be remain firm during & completion of the **Project including extension**, if any.
7. Bidders to quote hole package in Lump sum rate, however, payment shall payable as per Schedule of Payment mentioned in the tender document.

### **SCHEDULE OF PAYMENTS**

The total consultancy fee shall be divided in two parts- Design Phase and Construction phase. The proportion of payment for the two phase shall be in 20:80 ratio (Design : Construction = 20 : 80)

<b>SL. No.</b>	<b>Milestones</b>	<b>Payment limited to % of Quoted Price</b>
	<b>DESIGN PHASE</b>	
1.	Submission of initial Project Report including Soil survey Report, Design concept, Master plan, Preliminary drawings & Preliminary Estimate.	5% of the Quoted price
2.	Submission of Final Project Report, Working Drawings and Documents item wise detailed Estimate.	3% of the Quoted Price
3.	Preparation of tender documents and submission to OIL for approval & publish	3% of the Quoted Price
4.	Pre Bid meeting and query reply	1% of the Quoted Price
5.	Submission of Recommendation of technically qualified bidders	2% of the Quoted Price
6.	Opening of price bid and final ranking	2% of the Quoted Price
7.	LOA by OIL and signing of Contract documents	4% of the Quoted Price
	<b>CONSTRUCTION PHASE</b>	
8.	Payment shall be made as per the physical progress of Construction activity	80% of Quoted Price (as per progress)

\*The payment during Construction phase shall be made on monthly basis as per % progress of work. The Monthly progress report (MPR) shall be referred for % progress of work for a particular month (30 days period of time).

### **END OF PART – 3 SECTION-III**



## **Part-3, Section-IV**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

#### **1.0 Definitions:**

1.1 Multi-storied building: A multi-storied building is a building that has multiple storeys, and typically contains vertical circulation in the form of ramps, stairs and lifts.

1.2 Floor area Ratio (FAR): The Floor Area Ratio (FAR) is the ratio of a building's gross floor area to the total area of the land upon which it is constructed.

1.3 Open space: Open space is any open piece of land that is undeveloped (has no buildings or other built structures) and is accessible to the public. Open space can include:

- *Green space (land that is partly or completely covered with grass, trees, shrubs, or other vegetation). Green space includes parks, community gardens, and cemeteries.*
- *Schoolyards*
- *Playgrounds*
- *Public seating areas*
- *Public plazas*
- *Vacant lots*

1.4 Carpet area: Carpet area is the area that can be covered by a carpet. This area does not include the thickness of pillars and inner walls. The common areas are also not included. Common areas are the lifts, staircase, lobby, service shafts area etc. The actual area an occupant enjoys for purposes of housing is the carpet area.

1.5 Owner/ client: Owner/ client means Oil India Limited.

1.6 EPMC: EPMC means Engineering and Project management Consultant (the organization)/ Consultancy (the service). Definition will vary as per the formation of the sentence.

1.7 Consultant: Consultant means EPMC (the organization).

1.8 Construction contractor: Construction contractor means the contractor, who will actually execute the work at site.

#### **2.0 General:**

2.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Scope of work & Terms of reference,

drawings and other documents forming part of this tender wherever the context so requires.

2.2 Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.

2.3 Where any provision of the General Conditions of Contract is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the General Conditions of Contract and shall prevail to the extent of such repugnance or variations.

2.4 No oral representation of any officer, agent, or employee of either the Contractor or Owner shall affect, modify, nullify or alter any right or obligation of the Contractor or Owner in terms of the contract unless made in writing and signed by the authorized representative of Owner and Contractor as an Agreed Variation.

2.5 Wherever, it is mentioned in the scope of work that the Contractor shall perform certain works or provide certain services, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the Schedule of Rates (SOR) whether expressly stated or not.

2.6 The planning, design, engineering and workmanship shall satisfy the relevant Indian & International Standards, specifications and codes.

### **3.0 Scope of Work:**

The scope or work of the Consultant is described in detail in Part- III of this tender document under “SCOPE OF WORK & TERMS OF REFERENCE”.

### **4.0 Duties and Obligations of the Consultant:**

4.1 Consultant shall provide the services agreed-upon in this contract and carry out its obligations with all due-diligence, efficiency and economy, in accordance with industry-accepted professional practices and standards. The Consultant shall observe sound management practices. The Consultant shall always act as a trustworthy adviser to the Owner, and shall, at all times, support and safeguard the Owner’s legitimate interests in any dealings with subcontractors, local officials, community organizations or other Third Parties.

4.2 The remuneration the Consultant receives from the Owner shall constitute its only remuneration in connection with the contract. The Consultant shall not accept, for its own benefit or for that of its subcontractors, any trade commission, discount or similar direct or indirect payment or other consideration in connection with the goods and services provided under this contract or the

discharge of its obligations thereof. The Consultant shall ensure that its personnel and that of its subcontractors or agents similarly not receive such additional remuneration.

4.3 The Consultant shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission from the use of patented or protected articles or processes used on or for the purposes of the contract unless it is mutually agreed in writing with the Owner that such a benefit is authorized.

4.4 The Consultant shall provide all goods and expert technical advice, skills and services, which are required for the work under this tender for which it is engaged.

4.5 The Consultant shall, for each part of the services, define the support and/or participation that are required from the Owner or its project Office.

4.6 At completion of the services, the Consultant shall submit to the Owner all original documents, working drawings, calculations and computer data that have been produced during contract implementation. This information and data shall be properly organized, filed and bound. The copyright of all documentation prepared by the Consultant in connection with this contract will remain the property of the Owner. The Consultant may make copies of such documents but shall not use the documents or the contents thereof for any purpose unrelated to the present contract without the prior written approval of the Owner.

4.7 The Consultant shall rent, furnish, staff and equip with communication facilities, office space (the Consultant's Office) in order to facilitate communication and other liaison activities between the Consultant, the Owner and other agencies associated with matters related to the project. All costs associated with the Consultant's Office shall be borne by the Consultant.

4.8 In order to collect the information/data over and above provided by the owner under the Contract, the Consultant may contact other agencies and government bodies associated with matters related to the project. All costs associated to such activities shall be borne by the Consultant including the cost of any information/data sourced for performing the scope of work.

## **5.0 Project Management organization:**

5.1 CONSULTANT to plan, initiate, guide, coordinate, supervise and control the entire Project implementation activities through a dedicated task force consisting of specialists and experts.

5.2 The CONSULTANT will act as an extension of Owner, always keeping in view Owner's interests and advising/guiding Owner on all important matters.

5.3 All coordination and communications for the Project will be carried out under the overall guidance and control of CONSULTANT's Project manager. Coordination and communication procedures will be developed by CONSULTANT soon after its appointment, in consultation with Owner.

5.4 The CONSULTANT shall not be allowed to bid for any Contracts related to the project. The CONSULTANT shall not undertake any activity, which is to be performed directly/indirectly by the Contractors/Suppliers and is the direct/indirect responsibility of the Contractors/ Suppliers.

## **6.0 Obligations of the Owner:**

6.1 The Owner shall furnish, without charge and within a reasonable time, all pertinent data and information available to it and shall give such assistance as possible to the Consultant for carrying out of the Consultant's duties under this contract. The Owner shall give its decision on all designs, sketches, drawings, reports, recommendations and other matters properly referred to it for review and judgment by the Consultant so as not to delay or disrupt the provision by the Consultant of the goods and services required under this contract.

6.2 The information provided by the Owner including the Owner's representative(s) in connection with this work is being provided in good faith. Consultant shall exercise its knowledge and competence in scrutinizing and evaluating such information and shall proceed with the use of such information only after satisfying itself of its sufficiency for use.

6.3 The Owner shall facilitate the timely granting to the Consultant or any of their personnel and, where agreed, their dependants, of:

- (a) Necessary licenses, permits and customs clearances (if any) for entry and exit;
- (b) Access to all sites and locations involved in carrying out the services;
- (c) Other rights and privileges allowed under the contract.

6.4 The Owner's Office at Duliajan, Assam shall:

- (a) Interact with the Consultant through various modes of communication viz. email, telecom etc. in relation to execution of the project at both the locations viz. head office and site office.
- (b) Monitor and supervise the activities of the Consultant;
- (c) Process the invoices and release of payment as per contract;
- (d) Serve as liaison between the Owner, the Consultant and various other agencies that may be associated with the project. The Consultant shall, however, be fully responsible for collecting data and other relevant information from the

Owner and other agencies. Owner's office shall accept the requisition by the Consultant for furnishing data and other relevant information from the Owner.

## **7.0 Time of Completion:**

7.1 Scope of the work has been considered in totality as detailed in document "SCOPE OF WORK & TERMS OF REFERENCE" of this tender. Time of completion for total scope of work shall be 30 (Thirty) months from the date of LOA to EPMC. EPMC contract will be valid till completion of 30 months from the date of LOA to EPMC and the associated defect liability period. **In case the Construction of the Project is delayed, the Contract shall be extended beyond the stipulated time period of 30 (Thirty) months at no extra cost to OIL.**

7.2 Upon issuance of LOA, the Consultant shall be called for a kick off meeting at Owner's Office at Duliajan, Assam, India, to discuss on various aspects of the scope of work. The Consultant will furnish detailed time schedule for completion of work which shall be finalized mutually between the Consultant and Owner. In case, the Kick Off meeting is not possible to be arranged at the Owner's Office in Duliajan, the kick off meeting shall be arranged through electronic medium.

7.3 The Kick Off meeting is to be arranged within **10 (ten)** days of issuance of LOA. The mobilization shall be deemed to be completed as soon as the Kick Off meeting takes place.

## **8.0 Other Special Conditions and Notes to Bidder:**

8.1 If for reason solely attributable to Owner, the contract for construction of Multi-storied Residential Complex at Dulijan is cancelled, the Consultant shall be paid proportionately for the cancelled Contract based on the activity/activities which have been completed till the date of cancellation.

8.2 The contract price set forth herein shall be inclusive of:

(a) All cost, risk and expense, taxes including income tax on Rupee components and foreign currency components, overhead, profit and/or total fee to the satisfactory performance and completion of the work till completion of defect liability period.

(b) All costs related to management, supervision, design, engineering, attendance at all meetings with Owner (whether at Owner's premises; Owner's nominated location or Consultant's premises and any other location applicable prior to and/ or during execution phase of the project), inspection, testing and quality assurance/ quality control of the work, as more particularly described in the Scope of Work, or elsewhere in the Contract.

(c) The cost of all Consultant's personnel, supervision, management (including but not limited to wages, benefits, payroll, taxes, travel and accommodation expenses and other costs thereto as are paid to employees), all office equipment's, rental of third party office equipment, communication charges, all administrative costs of Consultant's operation (including home office, site office and any other office), all reproduction and graphic costs of whatever kind, postage and courier expenses).

(d) The price shall also include the charges with respect to the services to be rendered by Consultant in the completion of the Project as set out in the various Clauses of the "Scope of Work & Terms of Reference".

### **9.0 Confidentiality of Information and Data:**

All the information obtained by the consultant/ expert while rendering the consultancy work and all the information/data etc. provided by Oil India Limited to the consultant/ expert shall be treated as confidential and shall not be divulged by the consultant/expert or its personnel to any-one other than the Company's authorized personnel. This obligation of consultant/ expert shall be in force even in case of termination of the contract. For publishing any scientific/ technical papers in scientific journals etc. based on the findings/results/experience gained while rendering the consultancy work for Oil India Limited, the consultant/expert and the personnel engaged by them must take prior approval from the Company's authorized personnel in this regard.

**10.0 Review and Approvals by OIL:** EPMC shall submit the following documents/data for OIL's review / approval-

<b>S/L no.</b>	<b>Document</b>	<b>Approve/ Review</b>
1	Design concept	Approve
2	Master plan	Approve
3	Cost Estimate	Approve
4	Copy of Structural grid with design calculation	Approve
5	GFC drawings	Review
6	Project Schedule	Approve
7	HSE Manual	Review
8	Quality documents	Review
9	Bio data of personnel	Review
10	Organogram ( <i>both for design team and site team</i> )	Approve

#### **11.0. Evaluation of Bids for Quality:**

As set out in BEC of the tender in Part-2, the bids are to be evaluated through Quality & Cost Based Selection (QCBS) methodology. For the Quality Based Selection, the bidders shall be required to give a presentation. The presentation shall be arranged at Owner's premises at Duliajan. However in case, it is not possible to arrange for the presentation at Owner's Office at Duliajan, than the presentation shall be arranged through Electronic media. OIL shall notify the bidders atleast 7 (days) in advance.

Only the techno-commercially qualified bidders shall be invited for the presentation. The lodging/Boarding and travel for the presentation shall be borne by the bidders themselves. Owner at the request of the bidders may arrange the lodging/boarding at its Guest House, if available on Chargeable basis. The bidder has to forward the request in advance.

The Presentation shall be conducted prior to opening of Price bid. OIL shall inform the technically qualified bidders atleast 7 (seven) days in advance for the presentation.

The parameters to be covered under the Presentation are as under:

Sl. No.	Parameters
1	No. of works of similar nature of Rs. 60.50 Crores or above, <b>successfully completed during</b> the last 7 (seven) years prior to the original Bid closing date.
2	No. of works of similar nature of Rs. 60.50 Crores or above, <b>completed as per Original schedule during</b> the last 7 (seven) years prior to the original Bid closing date.
3	Independent parking space in terms of number of cars within ground floor/ stilt area.
4	Effective utilization of open space (greenery, park, road side plantation) in terms of percentage plot area.
5	Effective space utilization of building ( cumulative Carpet area/ total floor area)
6	Criteria for ground coverage: Max ground coverage 20% and Min Ground Coverage 13.16%.
7	Max. FAR ( Floor Area Ratio) = Total floor area /Plot area = 1
8	Optimized building design to reduce conventional energy demand in terms of Electrical energy consumption using natural light and air
9	Adaptation of efficient design and technology to reduce time of construction (Activity chart shall be provided)
10	Master plan including circulation system, architectural & other key features, creative concept and theme depiction, overall aesthetic of the building including broad specification major materials proposed to be used.

The presentation should be supported with the Documentary evidence wherever applicable. The bidder is to demonstrate a 3 D Walk through model during the presentation.



EPMC shall submit documentary evidence to support their claim against the parameters mentioned above. All such documents (against point nos. 1 to 9) including Master plan should be submitted along with the technical bid.

Note:

For point no. 1 & 2: As per BEC (Part-2) under the “Technical” Criteria.

For point No 3 to 9: Detailed calculation with relevant drawings and design **(soft copy of Auto-Cad drawing shall have to be provided for better understanding for point nos. 3, 4,5,6 & 7)**

**Soft copy of the presentation shall be sent 2 (two) days prior to the Presentation.**

**END OF PART – 3 SECTION-IV**

**PART-4**

**PROFORMA - I**

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

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

<b>Section No.</b>	<b>Clause No. (Page No.)</b>	<b>Non-Compliance</b>	<b>Remarks</b>

2.0 In addition to the above the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

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

**BID FORM**

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

Sub: Tender No. : \_\_\_\_\_

Gentlemen,

Having examined the General and Special Conditions of Contract and the Statement of Work & Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within ( 0 ) days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding **10% of Total Contract Value** for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

-----  
Signature

\_\_\_\_\_

(In the capacity of)

**PROFORMA - II B**

**FORM OF PERFORMANCE BANK GUARANTEE**

To:

M/s. OIL INDIA LIMITED,  
Duliajan, Assam, India, Pin - 786 602.

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

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

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

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

This guarantee is valid until the date \_\_\_\_\_

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date ..... Place \_\_\_\_\_

**Note to Proforma-II B for Performance Bank Guarantee :**

The bank Guarantee issuing bank must ensure the following:

The bank guarantee issued by the bank must be routed through SFMS platform as per the following details :

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

The above message / intimation shall be sent through SFMS (indicating the Contract Number) by the BG issuing bank branch to HDFC Bank, Duliajan Branch; IFS Code – HDFC0002118; SWIFT Code – HDFCINBBCAL; Branch Address: HDFC Bank Limited, Duliajan Branch, Utopia Complex, BOC Gate, Jayanagar, Duliajan, Dibrugarh, PIN – 786602.

**PROFORMA II-C**

**CONTRACT FORM**

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

WHEREAS the Company desires that Services for ~~XX~~ should be provided by the Contractor as detailed hereinafter or as Company may requires.

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

WHEREAS, Company issued a firm Letter of Award No. \_\_\_\_\_ based on Offer no. \_\_\_\_\_ submitted by the Contractor against Company's Tender no. \_\_\_\_\_.

WHEREAS Contractor has accepted Company's Letter of Award vide their letter no. \_\_\_\_\_.

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

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

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

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

- (a) Section-I : General Conditions of Contract,
- (b) Section-II : Terms of Reference / Scope of Work,
- (c) Section-III : Schedule of Rates and Schedule of Payment

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

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

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

Signed, Sealed and Delivered,

For and on behalf of  
Contractor  
Company (Oil India Limited)

Name:  
Status:  
In presence of

- 1.
- 2.

For and on behalf of  
(M/s. \_\_\_\_\_)

Name:  
Status:  
In presence of

- 1.
- 2.

**PROFORMA - II D**

**FORM OF BID SECURITY (BANK GUARANTEE)**

**DELETED**



**PROFORMA – III**

**DELETED**

**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 h e/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

**(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) DELETED

(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 .

**PROFORMA-V**

**DELETED**



**PROFORMA – VI**

**RECORD OF BIDDER'S PAST RELEVANT EXPERIENCE**

Sl No.	Clients Name, address & contact Telephone No.	Contract No.	Brief description of the contract	Contract period		Contr act Value
				From	To	

**Signature of the bidder**

**PROFORMA-VII**

**AUTHORISATION FOR ATTENDING BID OPENING**

TO \_\_\_\_\_ Date \_\_\_\_\_ :

\_\_\_\_\_  
GM (Projects-C&P)  
Oil India Ltd.,  
P.O. Duliajan - 786 602  
Assam, India

Sir,

Sub : **OIL's IFB No.** \_\_\_\_\_

We authorise Mr. /Mrs. \_\_\_\_\_ (Name and address) to be present at the time of opening of the above IFB due on \_\_\_\_\_ at Duliajan on our behalf.

**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 who signs the bid.

**PROFORMA-VIII**

**UNDERTAKING BY BIDDER**

We \_\_\_\_\_(Name & Address of Firm)\_\_\_\_\_ hereby undertake that in the event the job of Hiring of Services for Engineering and Project Management Consultancy (EPMC) for establishment of G+6 storied New Residential Complex in Duliajan, Assam. OIL against Tender Invitation No. ....is awarded to us, we shall not be involved or perform any such duties on behalf of the LSTK/Package/Site Construction Contractor engaged by OIL afterwards for establishment of G+6 Storied Building in Duliajan, Assam

We \_\_\_\_\_(Name & Address of Firm)\_\_\_\_\_ also undertake that we do not have any conflict of interest for the quoted Scope of Work and shall ensure the same during the entire contract period if contract is awarded to us.

Yours Faithfully,

**Signature:** \_\_\_\_\_

**Name & Designation:** \_\_\_\_\_

**For & on behalf of:** \_\_\_\_\_

Note: This undertaking shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (**power of attorney shall be annexed**) to bind such Bidder.

**PROFORMA -IX**

**“CURRICULUM VITAE” OF BIDDER’S PERSONNEL**

Personnel Proposed for providing XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

1. NAME :

2. DATE OF BIRTH :

3. NATIONALITY :

4. EDUCATION QUALIFICATION:

5. EXPERIENCE :

i) Total experience :

ii) Years of experience in the field of providing consultancy services for type of projects as sought under BEC (Technical):

iii) Number of assignments (in which he person was earlier associated):

Name of the Employer	Name of the Client	Name of the Project	Year of Execution

iv) Length of experience in the bidder’s firm:

v) Position held in the bidder’s firm:

9. Language known :

a) Speak :

b) Read :

c) Write :

Note: For each person, a separate page in format as above shall be used.

**(SEAL & SIGNATURE OF THE TENDER)**

**PROFORMA-X**

**DETAILS OF OFFICES IN INDIA & OUTSIDE INDIA**  
**(INCLUDING THOSE OF ASSOCIATE COMPANIES)**

NO. OF OFFICES		COMPLETE ADDRESS		MANPOWER STRENGTH		REMARKS IF ANY
INSIDE INDIA	OUTSIDE INDIA	INSIDE INDIA	OUTSIDE INDIA	INSIDE INDIA	OUTSIDE INDIA	

**(SEAL & SIGNATURE OF THE TENDER)**

**PROFORMA-XI**

**DELETED**

**Form – 1**  
**Details OF Work Done**  
**(For satisfying the Bid Evaluation Criteria)**

Sl. No	Description of Work	Location of Work	Client Address and contact details including email	Value of contract	Schedule Completion Date	Date of actual completion	Reasons for Delay, if any

Note:

1. Copies of completion Certificates along with Work Orders/Contract Documents of the Works as per Bid Evaluation Criteria are to be enclosed.
2. Do not include Work(s) completed earlier than the period indicated in Bid Evaluation Criteria here.
3. Do not include Work(s) not as per qualifying criteria indicated in Bid Evaluation Criteria here.

**SEAL AND SIGNATURE OF THE BIDDER**

**Form – 2**

**Format for Bio Data of Key Personnel**

Paste  
Photograph  
here

1.	Name						
2.	DOB						
3.	Place of Birth						
4.	Nationality						
5.	Contact Details, Phone No., Email						
6.	Languages Known (Read, Write Speak)						
7.	Educational Qualifications.						
8.	Professional Qualifications.						
9.	Affiliations to Professional Bodies						
10.	Professional Experience						
	Organization	From	To	Years	Position	Responsibilities	
11.	Certification PMP/IPMA						
12.	Any Other information						

**SEAL AND SIGNATURE OF THE BIDDER**



### **Form -3**

#### **CHECK LIST**

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and fill in relevant information against following points:

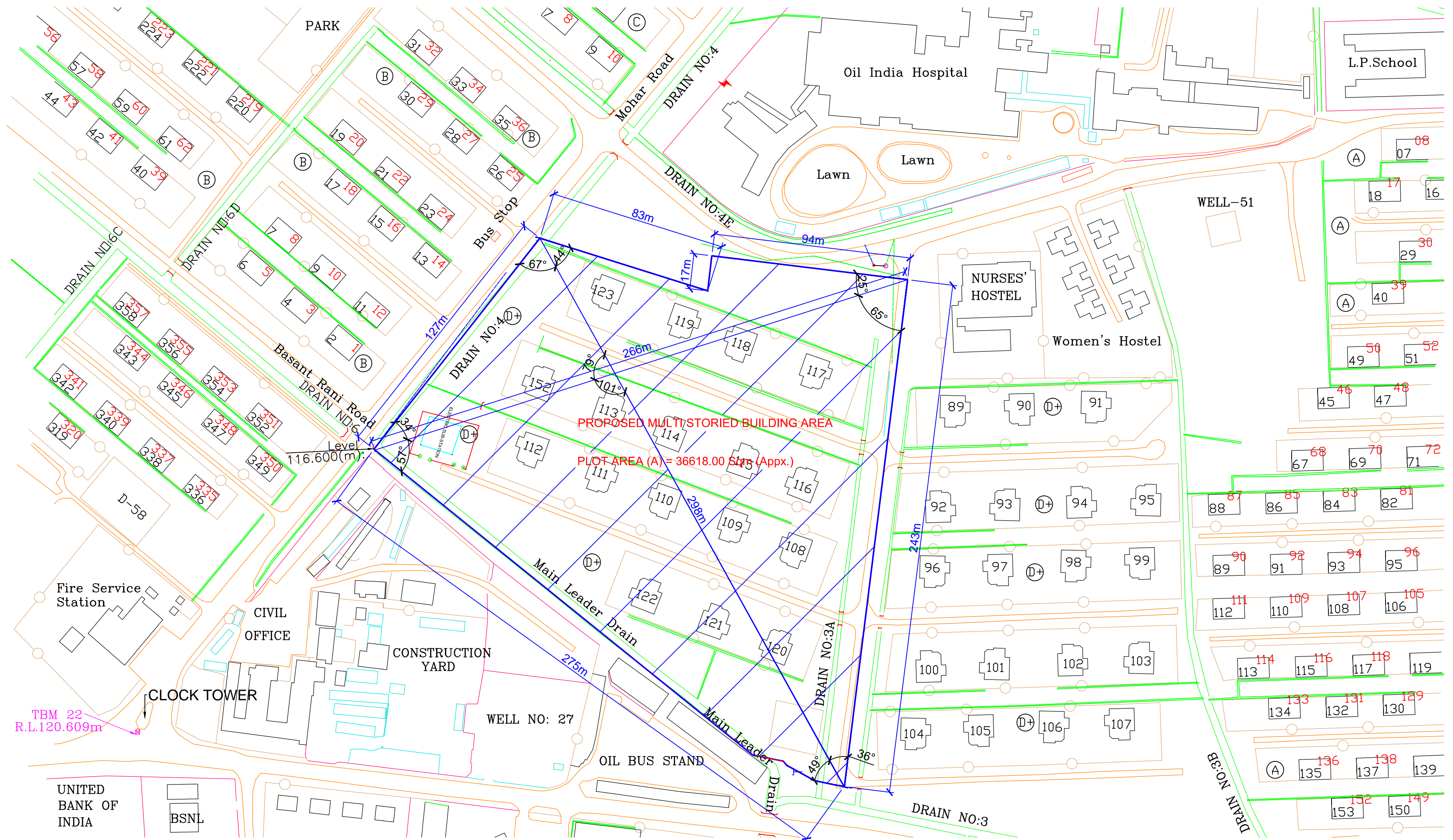
Sl. No	Description	Document Name	Pg. No of Document	Complied Yes/No
1	Bid document complete in all respects with pages in sequential order.			
2	Confirm that the price bid has dully filled in for each item and complete in all respects			
3	Confirm that annual financial years submitted with Technical Bid.			
4	Confirm that the certificate (as per Annexure B) issued on letter head of the Chartered accountant firm is enclosed with Technical Bid.			
5	Confirm that the copies of GST registration, PAN, PF, Certificate of incorporation from Registrar of companies are submitted with the offer.			
6	Confirm that copies of documents establishing the bidder's experience & eligibility are enclosed with Technical Bid.			

7	Confirm that the dully filled in Form 1 & 2 are enclosed with Technical Bid.			
8	Confirm that the notarized Bio-Data /CV of Key personnel viz: Project Manager, Design Manager, Resident Construction Manager, Planning Manager, Contracts Manager, Finance Manager are enclosed with Technical Bid.			
9	Confirm that the duly filled in Form 3 is enclosed with Technical Bid.			

**SEAL AND SIGNATURE OF THE BIDDER**

**Form -4**

**DELETED**



PROPOSED SITE PLAN FOR NEW EXECUTIVE HOUSING IN FRONT OF OIL MEDICAL, DULIAJAN