



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

PROJECTS DEPARTMENT
TEL: (91) 374-2807209
E-mail: prodproj@oilindia.in
Website: www.oil-india.com

FORWARDING LETTER

M/s _____

Sub: IFB No. CPI5613P21 for Hiring of Services for Engineering and Project Management Consultant (EPMC) for Multi-storied (G+5) office building with modern office amenities at the current location of Employee Relations (ER) department of OIL 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 Consultant (EPMC) for Multi-storied (G+5) office building with modern office amenities at the current location of Employee Relations (ER) department of OIL 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 No. CPI5613P21 (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No./ E-Tender No.	:	CPI5613P21
(ii)	Type of Bidding	:	National Competitive Bidding (NCB)

(iii)	Last day for online registration in OIL's e-tender portal (for new vendors)	:	07/12/2020
(iv)	Bid Closing Date & Time	:	15/12/2020 at 11:00 Hrs. (IST)
(v)	Technical Bid Opening Date & Time	:	15/12/2020 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 bid closing date
(x)	Completion Period	:	26 Months from the Date of Letter of Award (LOA)
(xi)	Bid Security Amount	:	INR 3,11,883.00
(xii)	Bid Security Validity	:	Minimum 150 days from Original Bid Closing Date.
(xiii)	Original Bid Security to be submitted	:	Office of CGM-PROJECTS, PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786602, INDIA
(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)	Quantum of Liquidated Damage for Default in Timely Mobilisation	:	Refer to Clause No. 30.0 of Part-3, Section-I, General Conditions of Contract (GCC)

(xviii)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial un-priced Bid.
(xix)	Bids to be addressed to	:	GM(Projects-C&P), PROJECTS DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA

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, 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.

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: prroy@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 (15.04.2099 00:00:00 INDIA). Below this, there are tabs for RFx Information, Items, Notes and Attachments, Conditions, Summary, and Tracking. The 'Notes and Attachments' tab is selected, showing a 'Basic Data' section with fields for Category, Conditions of Participation, Bid Invitation/Auction Text, Bidder's Remarks, and Purchaser's Remarks. Below this is an 'Attachments' section with a 'cFolder Attachments' table. A red arrow points from the 'Technical RFx Response' tab to the 'Attachments' section, and another red arrow points from the 'Notes and Attachments' tab to the 'cFolder Attachments' table. Two callout boxes provide instructions: 'Go to this Tab "Technical RFx Response" for Uploading "Technical Bid".' and 'Go to this Tab "Notes and Attachments" for Uploading "Priced Bid" files.'

cFolder Name	Category	Description	File Name	Version	Processor	Che
The table does not contain any data						

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

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

digitally sign and upload the File. Please click on “Save” Button of the Response to Save the uploaded files.

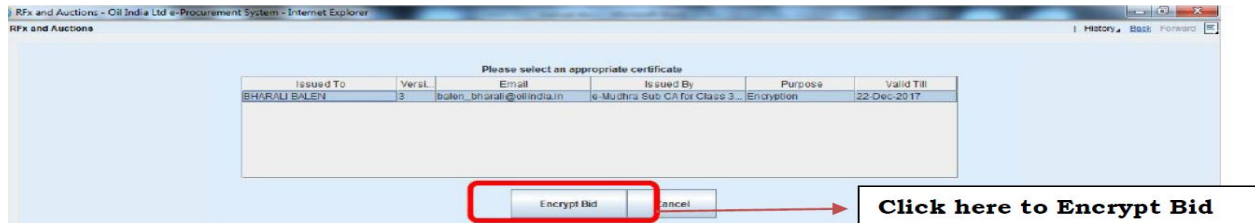
a) Uploading of Technical Bid: Technical files are to be added under “RFX Information” > “Technical Attachments”

b) Uploading of Price Bid

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

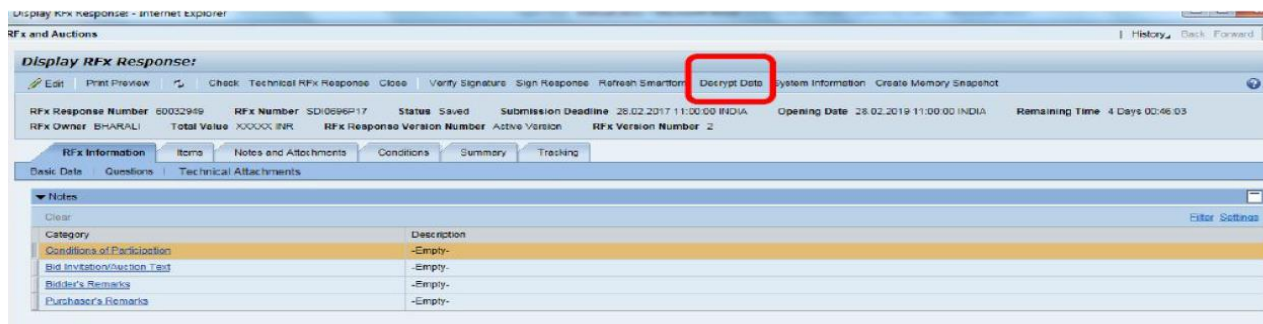
c) After Uploading of Price bid Click 'Save'. Once saved, the Data will be encrypted & the Encryption Certificate will be in use.

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

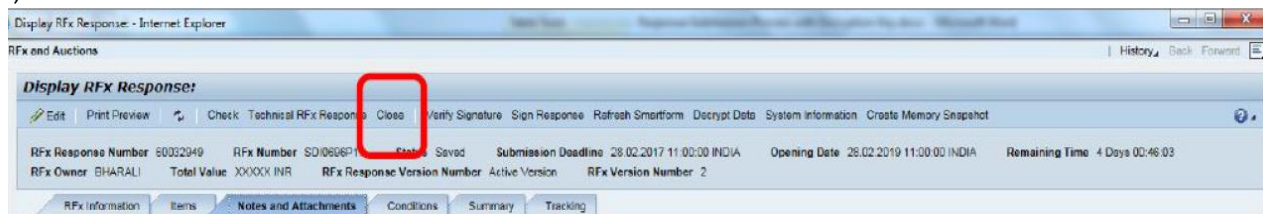


The Encrypted Data will be displayed only when click 'Decrypt data'

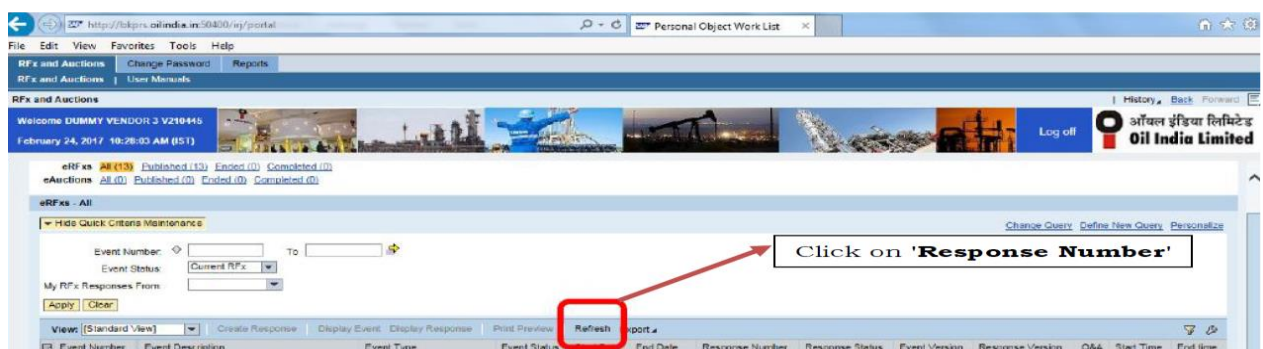
e) The Encrypted Data will be displayed only when click 'Decrypt data'



f) Click on 'Close'



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

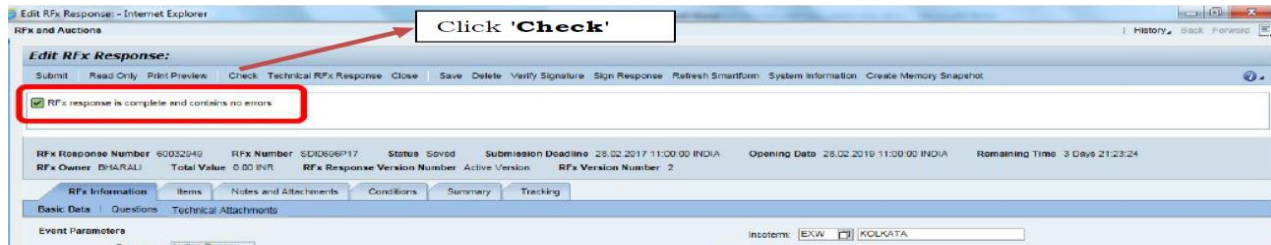


Now uploading part is complete. Bidders are requested to go to the initial screen. It is always better to come to the first screen and refresh the page and then going in into the response for the submission process.

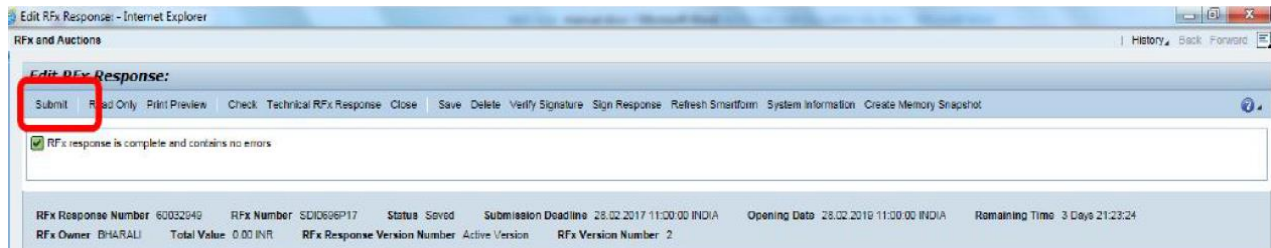
h) On 'Edit' mode Click to select the same Encryption certificate used for Decryption else data will not Decrypt.



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



j) Click on “Submit” button

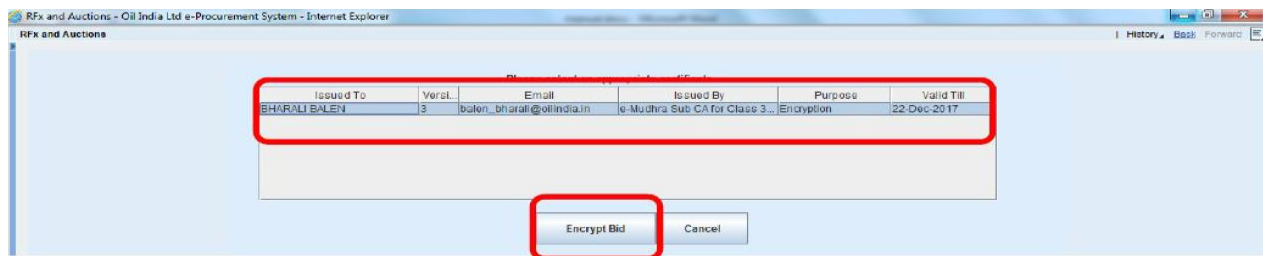


Before submit, please do check all the documents uploaded and on-line data maintained are correct.

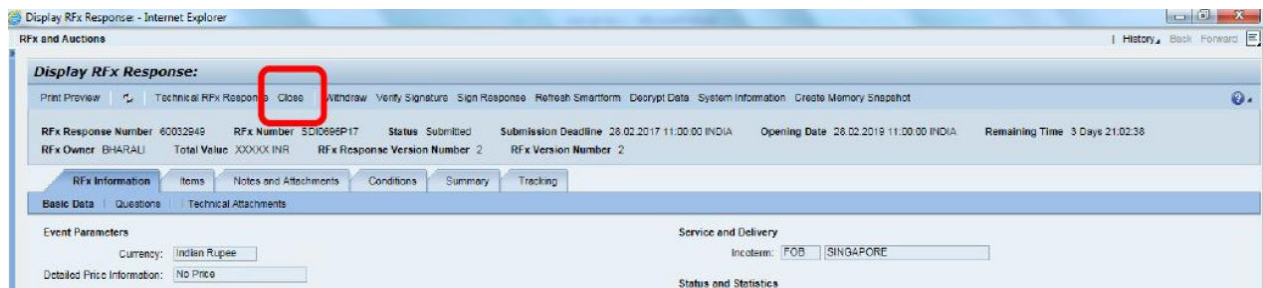
k) After Clicking “Submit” below pop up will open. Select Digital Signature & “Sign”



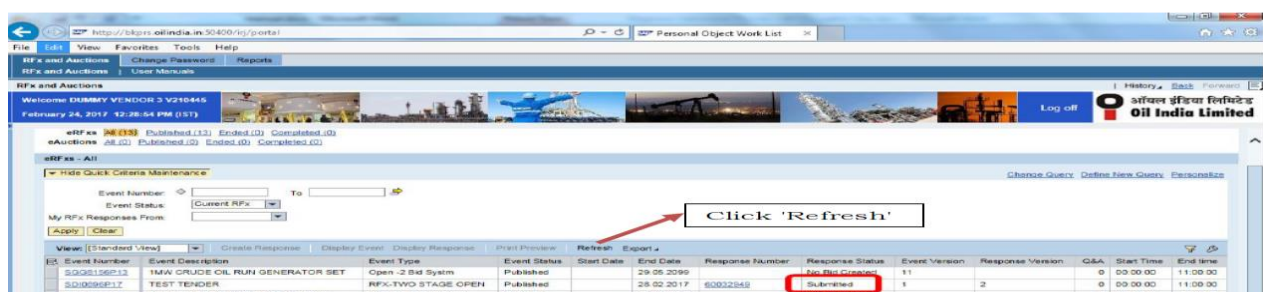
l) After Signing the response has to be encrypted again. Select the encryption certificate and “Encrypt Bid”.



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) Bid Security Form, (Part-4, Proforma-IID)
- (l) Deleted
- (m) Integrity Pact Proforma, (Part-4, Proforma IV)
- (n) Format of undertaking by bidders towards submission of authentic information/documents (Proforma -V)
- (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) Checklist for submission of bid (Proforma-X)
- (t) Details of Work Done (For satisfying the BID evaluation Criteria)
- (u) Format for Bio Data of Key Personnel
- (v) 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) Bid Security (scanned) in accordance with Clause 11.0 hereunder. Original Bid Security should be sent by post/Courier separately as per Clause No. 11.11 below.
- (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-

11.1 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.9.

11.2 All the bids must be accompanied by Bid Security in Original for the amount as mentioned in the "Forwarding Letter" or an equivalent amount in other freely convertible currency and shall be in the OIL's prescribed format as Bank Guarantee (BG) enclosed with the NIT vide Part- 4, Proforma-IID from any of the scheduled Indian Bank or any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.

The Bank Guarantee shall be valid for the time as asked for in the Bid Document. 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.

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

- i. The bank Guarantee issued by the Bank must be routed through SFMS Platform as per the following details:
 - a) (i) MT 760/MT 760 COV for issuance of Bank Guarantee
 - (ii) MT 760/MT 767 COV for amendment of Bank Guarantee
- b) **The above Message/Intimation shall be sent through SMFS by the BG issuing Bank Branch to HDFC Bank, Duliajan Branch, District: Dibrugarh, PIN: 786602.**
- c) Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.
- d) Bank guarantee issued by a Scheduled Bank in India at the request of some other Non- Scheduled bank in India shall not be acceptable.

- 11.3 **Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway.**
- 11.4 Any bid not secured in accordance with sub-clause 11.2 and 11.13 above shall be rejected by the Company as non-responsive.
- 11.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by the Company at the bidders' cost.
- 11.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of IFB.
- 11.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 28.0 below is furnished.
- 11.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 11.9 The Bid Security may be forfeited if:
- i) The bidder withdraws the bid within its original/extended validity.
 - ii) The bidder modifies/revise their bid suo-moto.
 - iii) Bidder does not accept the Order/Contract.
 - iv) Bidder does not furnish Performance Security Deposit within the stipulated time as per Tender/Order/Contract.
 - v) If it is established that the bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice, the Bid Security shall be forfeited after due process in addition to other action against the bidder.
- 11.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 3(three) years.
- 11.11 **The scanned copy of the original Bid Security in the form of either Bank Guarantee must be uploaded by bidder along with the Technical bid in the "Technical RFx Response" of OIL's E-portal.** The original Bid Security shall be submitted by bidder to GM(Projects C&P), PROJECTS DEPARTMENT, Oil India Ltd., Duliajan 786602(Assam), India in a sealed envelope which must reach GM (Projects-C&P), PROJECTS DEPARTMENT Office on or before 12.45 Hrs (IST) on the Bid Closing date.
- 11.12 A bid shall be rejected straightway if original Bid Security is not received within the stipulated date & time mentioned in the Tender and/or if the Bid Security validity is shorter than the validity indicated in Tender and

/or if the Bid Security amount is lesser than the amount indicated in the Tender.

12.0 EXEMPTION FROM SUBMISSION OF BID SECURITY-

EXEMPTION FROM SUBMISSION OF BID SECURITY: In case any bidder is exempted from paying the Bid security, they should upload the supporting documents along with their technical bid. The detailed guidelines for exemption of the Bid security are given below.

a) MSEs Units (manufacturers / Service Providers only and not their dealers / distributors) are eligible for exemption of Bid Security.

b) Central Government Departments and Central Public Sector Undertakings (CPSUs) are also exempted from submitting bid security.

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

Categorisation and various criteria applicable to MSE bidders shall be guided by the Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020 issued by MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES. The existing enterprises registered under EM-Part-II or UAM till 30th June, 2020 shall continue to be valid only for a period up to the 31st day of March, 2021. Bidders claiming the MSE status (MSE-General, MSE-SC/ST, MSE-Woman) against this tender has to submit the following documents along with the technical bid for availing the benefits applicable to MSEs: i. Udyam Registration Number with Udyam Registration Certificate. or ii. Proof of registration with District Industry Centres or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts & Handloom or Udyog Aadhaar registration or registration with any other body specified by Ministry of MSME. Further, in case bidding MSE is owned by Schedule Caste or Schedule Tribe or Woman entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC / ST entrepreneur should also be enclosed.

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-
- 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, inconsistent 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, may be returned to the concerned bidders on request only after receipt of Performance Security from the successful bidders after issue of Letter of Award (LOA) by 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 the lowest evaluated bid, 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 including defect liability 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 the Bid Security or 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) Shri Rudhra Gangadharan, IAS (Retd.), Ex-Secretary, Ministry of Agriculture
E-mail id: rudhra.gangadharan@gmail.com</p> <p>b) Shri Sutanu Behuria, IAS (Retd.),
E-mail: sutanu2911@gmail.com</p> <p>c) Shri Om Prakash Singh, IPS (Retd.), Former DGP, Uttar Pradesh E-mail ID: Ops2020@rediffmail.com</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 EXPERIENCE

(i) The Bidder shall have executed/completed at least 1 (one) Engineering & Project Management Consultancy (EPMC) service job (having a value of **Rs. 77.50 Lakhs or above**) for **Construction of multistoried/ high rise Residential/ Institutional/ Commercial buildings complete with all the ancillary services**, in previous 7 (seven) years reckoned from the original bid closing date.

In order to ascertain the same the bidder shall have to submit necessary documentary evidence as under-

- (a) Work Order copy and/or Contract document showing **Detail scope of work** and **Time schedule**
- (b) Completion Certificate issued by Project proponent (owner)

Note to Clause 1.0 (i):

The running EPMC service job, being executed by the prospective bidders shall also be considered, only if the EPMC fee obtained prior to original bid closing date is equal to or more than 77.50 Lakhs.

The bidder has to submit the following to substantiate their claim:

- (a) Recent Certificate of payment showing EPMC fee obtained prior to original bid closing date
- (b) Work Order copy and/or Contract document showing **Detail scope of work** and **Time schedule**

AND

(iii) The Bidder shall have the experience of providing EPMC service for at least 1 (one) **successfully completed project** related to Construction of multistoried/ high rise Residential/ Institutional/ Commercial buildings complete with all the ancillary services of value **not less than Rs. 11.00 Cr.** 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) as under-

(a) Work Order copy and/or Contract document showing **Detail scope of work** and **Time schedule**

(b) Completion Certificate issued by Project proponent (owner)

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

Note to Technical Criteria:

(a) EPMC service shall include Design, Engineering and Site supervision & monitoring. Only PMC service, which does not include Design and Engineering, shall not be considered.

(b) Only those works shall be considered for evaluations which have been executed by the bidder as EPMC for Public limited companies / Government / Govt. organizations / PSUs. So the bidders are advised to submit 'Past Experience' accordingly.

(c) Composite construction job, where EPMC (Engineering and Project Management Consultancy) service is a part, shall not be considered.

(d) Documents submitted in support of experience as per Para 1.0 (i) and (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.

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 35.50 lakhs 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

Note to Financial Criteria:

(a) 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) have not been audited so far.

(b) For proof of Annual Turnover & 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 Proforma- III-C,

OR

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

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 has to provide documentary evidence for the same.

(c) All certificates issued by a Chartered Accountant in practice must mandatorily mention UDIN (Unique Document Identification Number) as instructed by Institute of Chartered Accountants of India (ICAI).

C) COMMERCIAL – BID SUBMISSION

1.0 Bids shall be submitted under single stage two Bid systems 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 & Terms of Reference specified in the tender in **“Technical RFx Response” Tab** and Priced Bid as per Schedule of Rates is to be 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: Bid Security in Original shall be furnished as a part of the Technical Bid and shall reach GM (Projects-C&P), Projects Office at Duliajan on or before 12.45 Hrs. (IST) on the bid closing date. A scanned copy of the Bid Security shall however be uploaded in OIL's E-Procurement portal along with the Technical Bid. The amount of Bid Security shall be as specified in the Forwarding Letter of the Bid Document. Bid without proper & valid Bid Security will be rejected.

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- III 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 60 and the weightage for the Quoted price is 40.

3.0 The marks allocated against various subsections under *Quality* of bid shall be as under-

3.1 Broad classification:

Sl. No.	Quality Criteria	Maximum Marks
1	No. of 'works of similar nature' of Rs. 11.00 Cr. or above, successfully completed during the last 7 (seven) years prior to the original Bid closing date for which the Bidder has provided EPMC service. - Max. Mark (25) shall be allotted to the bidder with the max. nos. 'works of similar nature' and thereafter unit method shall be applied for calculation of marks with less nos. of projects.	25
2	Cumulative value of 'works of similar nature', successfully completed during the last 7 (seven) years prior to the original Bid closing date for which the Bidder has provided EPMC service. - Max. Mark (20) shall be allotted to the bidder with the highest cumulative value of 'works of similar nature' and thereafter unit method shall be applied for calculation of marks with less nos. of projects. -	20
3	No. of 'works of similar nature' of Rs. 11.00 Cr. or above, successfully completed as per Original Project schedule during the last 7 (seven) years prior to the original Bid closing date for which the Bidder has provided EPMC service. - For 3 or more projects, Max. Marks (15) shall be allotted and thereafter unit method shall be applied for calculation of marks with less nos. of projects.	15
Total		60

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. 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.

(b) 'Works of similar nature' mentioned in Clause 3.1 (Broad Classification) shall mean Construction of multistoried/ high rise **Residential/ Institutional/ Commercial** buildings complete with all the ancillary services.

(c) The individual work to be considered under Sl. no. 2 above should be of Rs. 11.00 Cr. or above.

4.0 The Minimum Qualifying Marks, a bid shall have to meet the Quality Criteria is 30 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.

D) EVALUATED BID PRICE:

Qualified Bids (meeting the minimum Qualifying Marks of 30 in Quality Criteria) and conforming to the terms & 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 excluding 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 into account for evaluation purposes. However, in the event of such offer, if the 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-III.

9.0 The responsive bids will be subjected to loading for any deviation(s).

E) 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 30 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_{low}= The lowest of the evaluated bid prices among responsive bids

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

T_{high}= The total marks achieved by the best bid among all responsive bids against *Quality* criteria

X= 0.6(The weightage for *Quality* is 60 and the weightage for the *Quoted price* is 40)

Note: The **Evaluated Bid Score (B)** shall be considered up to 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 higher marks against *Quality* criteria will be recommended for award of contract.

F) 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- II

*** **

PART - 3

SECTION - I

GENERAL CONDITIONS OF CONTRACT

1.0 APPLICABILITY, DEFINITION & INTERPRETATION

1.1 Applicability

All clauses in the General Conditions of Contract [GCC] shall apply to all transactions except as otherwise stated in the Special Conditions of Contract [SCC] and/or BEC/BRC. Furthermore, in the event if there is any conflict between the Principal text of the Agreement and the Appendixes, the Principal text will prevail.

1.2 Definition & Interpretation

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

1.2.1 COMPANY/OIL/Operator:

Shall mean Oil India Limited [OIL] a public sector undertaking, incorporated under COMPANY's Act 1956 having its registered office at Duliajan-786602, Assam, India and includes its successor and permitted assigns.

1.2.2 CONTRACTOR:

Shall mean the person or persons, firm or COMPANY or corporation incorporated in India or abroad, who has been awarded with the contract and includes contractor's legal representatives, his successors and permitted assigns.

1.2.3 Contract:

Shall mean a written agreement between the COMPANY and the CONTRACTOR for execution of the services/works including all contract documents and subsequent amendments, if any.

1.2.4 Site:

Shall mean the place in which the operations/services are to be carried out or places approved by OIL for the purposes of the CONTRACT together with any other places designated in the CONTRACT as forming part of the site.

1.2.5 COMPANY's Site Representative/ Engineer:

Shall mean the person or the persons appointed by the COMPANY from time to time to act on its behalf at the site for overall co-ordination, supervision and project management at site.

1.2.6 Sub-Contract:

Shall mean order/contract placed by the CONTRACTOR for any portion of the CONTRACT or work sublet with necessary written consent of COMPANY on third party. Such sub-letting shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

1.2.7 Sub-Contractor:

Shall mean any person or firm or COMPANY (other than CONTRACTOR) to whom any part of the work has been entrusted by CONTRACTOR, with written consent of OIL or the persons appointed by OIL, successors and permitted assigns of such persons, firm or COMPANY).

1.2.8 Contractor's Representative:

Shall mean such person/or persons duly appointed representative at the site and base as the CONTRACTOR may designate in writing to the COMPANY as having authority to act for the CONTRACTOR in matters affecting the work and to provide the requisite services.

1.2.9 Contract Price/Value:

Shall mean the sum accepted or the sum calculated in accordance with the rates accepted in tender and/or the contract rates as payable to the CONTRACTOR for the entire execution and completion of the services/works, including amendments/modification/change order issued by the COMPANY.

1.2.10 Firm price:

The prices will remain unchanged, except for statutory changes, during currency of the CONTRACT unless specifically agreed to in writing by COMPANY.

1.2.11 Service/Works/Operations:

Shall mean and include all items and things to be supplied/done and all work/Service to be performed by the CONTRACTOR as specified in the Scope of Work under this CONTRACT and shall also include all

extra, additional, altered or substituted works/services as required for the purpose of successful execution of the Contract.

1.2.12 Equipment/Materials/Goods:

Shall mean and include any equipment, machinery, instruments, stores, goods which CONTRACTOR is required to provide to the COMPANY for/under the CONTRACT and amendments thereto.

1.2.13 Drawings:

Shall mean and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, photographs, etc. related to the CONTRACT together with modification and revision thereto.

1.2.14 Specifications:

Means and includes all technical specifications, provision attached and referred to in the tender/contract document regarding method and manner of performing the services and qualities of the service/materials to be provided under the contract and also as modified by the COMPANY/its site representative during the execution of contract in the best interest of service.

1.2.15 Engineer In-charge (EIC):

Shall mean the person designated from time to time by the COMPANY and shall include those who are expressly authorized by the COMPANY to act for and on its behalf for operation of the contract.

1.2.16 Inspectors:

Shall mean any person or outside Agency nominated by COMPANY to inspect equipment, materials and services, if any, in the CONTRACT (stage wise as well as final) as per the terms of the CONTRACT.

1.2.17 Tests:

Shall mean such process or processes to be carried out by the CONTRACTOR as are prescribed in the CONTRACT, considered necessary by the COMPANY or their representative to ascertain quality, workmanship, performance and efficiency of equipment or services thereof.

1.2.18 Approval:

Shall mean and include the written consent duly signed by COMPANY or their authorized official in respect of all documents, drawings or other particulars in relation to the CONTRACT.

1.2.19 Day:

Shall mean a calendar day of twenty –four (24) consecutive hours beginning at 00:00 hours with reference to local time at the site.

1.2.20 Month:

Shall mean a calendar month as per Gregorian calendar.

1.2.21 Year:

Shall mean calendar year as per Gregorian calendar.

1.2.22 Working day:

Means any day which is not declared to be holiday by the COMPANY.

1.2.23 Bid/offer:

Shall mean the proposal/Offer along with supporting documents submitted by the bidder in response to the tender or enquiry in accordance with the terms of Tender or Enquiry, for consideration by COMPANY, prior to award of contract.

1.2.24 Guarantee:

Shall mean the period and other conditions governing the warranty/guarantee of the services as provided in the CONTRACT.

1.2.25 Mobilization:

Shall mean rendering the equipment fully manned and equipped as per CONTRACT and ready to begin work at site designated by the COMPANY and accepted by the COMPANY after inspection.

1.2.26 De-mobilization:

Shall mean the removal of all items forming part of the mobilization from the site of the COMPANY and inspection and acceptance thereafter by the COMPANY including compliance of requirement in relation to re-export of imported equipment/materials under concessional duty scheme in accordance with relevant notification from Customs Authorities.

1.2.27 Willful Misconduct:

Shall mean intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge

that it is likely to result in any injury to any person or persons or loss or damage of property of the Company or Third Party.

1.2.28 Gross Negligence:

Shall mean any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or unjustifiable indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.

1.2.29 Criminal Negligence:

Shall mean that the crime happened negligently, there was duty of care upon the Person but inadvertently due to his negligence, the duty was breached, which causes harm to the people in the form of death or serious injury.

1.2.30 GST Legislations:

‘GST legislations’ means ‘any or all of the following legislations as may be applicable to the CONTRACTOR and OIL:

- (A) *The Central Goods & Services Tax Act, 2017;*
- (B) *The Integrated Goods & Services Act, 2017;*
- (C) *The Union Territory Goods & Services Tax Act, 2017;*
- (D) *The respective State Goods & Service Tax Acts’*
- (E) *The Goods and Services (Compensation to States) Act, 2017*
- (F) *The Customs Act and the Customs Tariff Act.*
- (G) *Any other applicable Act related to GST*

2.0 CONTRACT DOCUMENT:

2.1 Governing language: The governing language for the CONTRACT shall be English. All CONTRACT documents and all correspondence and communication to be given and all other documentation to be prepared and supplied under the CONTRACT shall be written in English and the CONTRACT shall be construed and interpreted in accordance with English language.

2.2 **Entire Agreement:** The CONTRACT constitutes the entire agreement between OIL and the CONTRACTOR with respect to the subject matter of the CONTRACT and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of this agreement, unless such communication(s) expressly forms part of the contract or included by reference.

2.3 **Amendment in CONTRACT:** No Amendment of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto. OIL shall not be bound by any printed conditions, provisions in the CONTRACTOR's BID, forms of acknowledgement of CONTRACT, invoice and other documents which purport to impose any condition at variance with or supplement to CONTRACT.

3.0 **WAIVERS AND AMENDMENTS:**

3.1 **Waivers:** It is fully understood and agreed that none of the terms and conditions of this contract shall be deemed waived by either party unless such waiver is executed in writing only by the duly authorized representatives of both the parties. The failure of either party to execute any right shall not act as a waiver of such right by such party.

3.2 **Change Program:** It is agreed that CONTRACTOR shall carry out work in accordance with the completion program (e.g. Drilling Programme) to be furnished by the COMPANY, which may be changed from time to time by reasonable modifications in the program as COMPANY sees fit. COMPANY's instruction in this regard shall be final and binding.

4.0 **CONTRACT TIMELINE:**

4.1 **Effective Date of Contract:**

The contract shall become effective as of the date COMPANY notifies the CONTRACTOR in writing that it has been awarded the contract. This date of issuance of Letter of Award (LOA) by the COMPANY will be the effective date of contract. All terms and conditions of the contract shall come into force with the date of issuance of LOA.

4.2 **Date of Commencement of Operation:**

The date on which the mobilization is completed in all respects and CONTRACTOR is ready to commence operation as per the contract provision [Certified by the COMPANY's representative] will be treated as the date of Commencement of Operation.

4.3 Duration of the contract:

The contract shall be valid for a period as defined in the LOA and Special Conditions of Contract [SCC].

5.0 SCOPE OF WORK/CONTRACT:

Scope of the CONTRACT shall be as defined in the CONTRACT, specifications, drawings and Appendices.

6.0 GENERAL OBLIGATION OF CONTRACTOR:

CONTRACTOR shall, in accordance with and subject to the terms and conditions of this Contract:

- 6.1** Perform the work described in the Terms of Reference/Scope of Work. The CONTRACTOR shall execute the work with professional competence and in an efficient and workman like manner.
- 6.2** Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, employ all labours/personnel as required to perform the work.
- 6.3** Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 6.4** Comply with all applicable statutory obligations specified in the contract.
- 6.5** CONTRACTOR shall be deemed to have satisfied himself before submitting their bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.
- 6.6** CONTRACTOR shall be deemed, prior to submitting their bids, to have satisfied themselves about the weather conditions, working culture in the area, socio-political environment, safety & security aspects, law & order situation and law of the land, and obtain for themselves all necessary information as to the risks, contingencies and all other

circumstances, which may influence or affect the various obligations under the Contract.

6.7 CONTRACTOR shall give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period as COMPANY may consider necessary for the proper fulfilling of CONTRACTOR's obligations under the contract.

7.0 GENERAL OBLIGATION OF COMPANY:

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

7.1 Pay CONTRACTOR in accordance with terms and conditions of the contract.

7.2 Allow CONTRACTOR access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work as specified in the Scope of Works of the contract or work connected therewith.

7.3 Perform all other obligations required of COMPANY by the terms of this contract.

8.0 DUTIES AND POWER/AUTHORITY:

8.1 OIL's site representative/engineer:

The duties and authorities of OIL's site representative/engineer are to act on behalf of OIL for:

- (a) Overall supervision, co-ordination and Project Management at site.
- (b) Proper and optimum utilization of equipment and services.
- (c) Monitoring of performance and progress
- (d) Commenting/countersigning on reports made by the CONTRACTOR's representative at site in respect of works, receipts, consumption etc. after satisfying himself with the facts of the respective cases.
- (e) He shall have the authority, but not obligation at all times and any time to inspect/test/examine/verify any equipment machinery, instruments, tools, materials, personnel, procedures

and reports etc. directly or indirectly pertaining to the execution of the work. However this shall not construe to imply an acceptance by the inspector. Hence, the overall responsibility of quality of work shall rest solely with the CONTRACTOR.

- (f) Each and every document emerging from site in support of any claim by the CONTRACTOR has to have the countersignature/ comments of the OIL's representative/ engineer without which no claim shall be entertained by the OIL.

8.2 CONTRACTOR's representative:

- (a) The CONTRACTOR's representative shall have all the powers requisite for the performance of the Service/Works, subject to holding due authorization from the CONTRACTOR.
- (b) Representative(s) shall liaise with OIL's representative/engineer for the proper co-ordination and timely completion of the works and on any matter pertaining to the works.
- (c) Representative(s) shall extend full co-operation to OIL's representative/inspector/engineer in the manner required by them for supervision/inspection/observation of equipment, material, procedures, performance, reports and records pertaining to works.
- (d) To have complete charge of CONTRACTOR's personnel engaged in the performance of the work and to ensure compliance of rules and regulations and safety practice.

9.0 Personnel to be deployed by contractor:

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

- 9.1** The CONTRACTOR should ensure that their personnel observe all statutory safety requirement including those prescribed by the COMPANY. Upon COMPANY's written request, CONTRACTOR, entirely at its own expense, shall remove immediately any personnel of the CONTRACTOR determined by the COMPANY to be unsuitable and shall promptly replace such personnel with personnel acceptable to the

COMPANY. Replacement personnel should be mobilized within 15 days from the date of issuance of notice without affecting the operation of the COMPANY.

- 9.2** The CONTRACTOR shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from Duliajan/field site, enroute/ local boarding, lodging, personal protective gear & medical attention etc. COMPANY shall have no responsibility or liability in this regard.
- 9.3** However, COMPANY shall provide available medical assistance/facilities to CONTRACTOR's Personnel in case of emergency at its own establishment on chargeable basis.
- 9.4** CONTRACTOR's key personnel shall be fluent in English language (both writing and speaking).

10.0 PERFORMANCE SECURITY:

- 10.1** On receipt of notification of award from the COMPANY, the CONTRACTOR shall furnish the Performance Security to COMPANY within 15 (fifteen) days from the date of issue of LOA for an amount specified in the Forwarding Letter and Letter of Award (LOA) as per Proforma-Form and must be in the form of a Bank Draft/Cashier's cheque/Banker's cheque*/ NEFT/RTGS/Electronic fund transfer to designated account of OIL# or Fixed Deposit Receipt (account OIL INDIA LIMITED) or irrevocable Bank Guarantee or irrevocable Letter of Credit (LC) from:
- 10.2** Any schedule Indian Bank or Any Branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of domestic CONTRACTOR/service provider, or
- 10.3** In case of foreign CONTRACTOR/service provider, the bank guarantee can be accepted from any scheduled bank in India or from International bank who has its branch in India registered with Reserve Bank of India.

Any foreign Bank which is not a Scheduled Bank in India, provided the Bank Guarantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

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

- 10.4** Bank Guarantee issued by a Bank, amongst others, must contain the following particulars of such bank:

Full address.

Branch Code.

Code Nos. of the authorized signatory with full name and designation.

Phone Nos., Fax Nos., E-mail address.

- 10.5** The domestic CONTRACTOR/service provider(s) will have to submit the Bank Guarantee from any of the scheduled banks and on non-judicial stamp paper of requisite value as per the Indian Stamp Act, purchased in the name of the issuing banker.

- 10.6** The foreign CONTRACTOR/service provider(s) will submit the Bank Guarantee from Banks of Indian origin situated in their country. In case no such bank of Indian origin is situated in their country, the Bank Guarantee may be submitted from the bankers as specified above.

- 10.7** The Performance Security shall be denominated in the currency of the contract.

- 10.8** The Performance Security specified above must be valid for the entire duration of the Contract and claim period should be valid for a minimum of 03 (three) months beyond the contract period. The Performance Security will be discharged by COMPANY not later than 30 days following its expiry of claim period. In the event of any extension of the Contract period, Bank Guarantee should be extended by CONTRACTOR by the period equivalent to the extended period.

- 10.9** The Performance Security shall be encashed by COMPANY on account of CONTRACTOR's failure to fulfil its obligations under the Contract and/or non-performance/un-satisfactory of the Contractor. Company

shall not be required to proof any loss or damage on account of Contractor's non-performance/un-satisfactory performance.

10.10 The Performance Security will not accrue any interest during its period of validity or extended validity.

10.11 Failure of the successful Bidder to comply with the requirements of clause 10.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an eventuality, action will be initiated as per the Banning Policy of OIL in vogue.

#Subject to credit in OIL's account within prescribed time

*The validity of Bank Draft/Cashier's/Banker's cheque (as applicable) should not be less than 3 months.

In the event CONTRACTOR fails to honour any of the commitments entered into under this agreement, and/or in the event of termination of the contract under provisions of Integrity Pact and/or in respect of any amount due from the CONTRACTOR to OIL, OIL shall have unconditional option under the guarantee to invoke the above bank guarantee and claim the amount from the bank. The bank shall be obliged to pay the amount to OIL on demand.

11.0 SIGNING OF CONTRACT:

11.1 The successful bidder is required to sign a formal detailed contract with OIL within a maximum period of 60 days of date of LOA. Until the contract is signed, the LOA as well as GCC & SCC as prescribed in the Tender, shall remain binding amongst the two parties. In the event of failure on the part of the successful Bidder to sign the contract, OIL reserves the right to terminate the LOA issued to the successful Bidder and invoke the Bid Security or the Performance Security if submitted by the successful Bidder. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

12.0 CLAIMS, TAXES & DUTIES:

12.1 Claims:

CONTRACTOR agrees to pay all claims, taxes and fees for equipment, labour, materials, services and supplies to be furnished by it hereunder and agrees to allow no lien or charge resulting from such claims to be fixed upon any property of COMPANY. COMPANY may, at its option, pay and discharge any liens or overdue charges for CONTRACTOR's equipment, labour, materials, services and supplies under this CONTRACT and may thereupon deduct the amount or amounts so paid from any sum due, or thereafter become due, to CONTRACTOR hereunder.

12.2 Notice of claims:

CONTRACTOR or COMPANY, as the case may be, shall promptly give the other, notice in writing of any claim made or proceeding commenced for which that party is entitled to indemnification under the CONTRACT. Each party shall confer with the other concerning the defense of any such claims or proceeding, shall permit the other to be represented by counsel in defense thereof, and shall not affect settlement of or compromise any such claim or proceeding without the other's written consent.

12.3 Taxes:

12.3.1 CONTRACTOR, unless specified otherwise in the CONTRACT, shall bear all tax liabilities, duties, Govt. levies etc. including GST and customs duty, Corporate and personnel taxes levied or imposed on the CONTRACTOR on account of payments received by it from the COMPANY for the work done under this CONTRACT. It shall be the responsibility of CONTRACTOR to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.

12.3.2 Tax levied on CONTRACTOR as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on CONTRACTOR's account.

12.3.3 CONTRACTOR shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by CONTRACTOR.

12.3.4 The CONTRACTOR shall furnish to the COMPANY, if and when called upon to do so, relevant statement of accounts or any other information

pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. CONTRACTOR shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

- 12.3.5** Prior to start of operations under the contract, the CONTRACTOR shall furnish the COMPANY with the necessary documents, as asked for by the COMPANY and/or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the CONTRACTOR.
- 12.3.6** Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and COMPANY will issue TDS Certificate to the CONTRACTOR as per the provisions of Income Tax Act.
- 12.3.7** Corporate and personnel taxes on CONTRACTOR shall be the liability of the CONTRACTOR and the COMPANY shall not assume any responsibility on this account.
- 12.3.8** All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by CONTRACTOR shall be borne by the CONTRACTOR.
- 12.3.9** CONTRACTOR shall provide all the necessary compliances/invoice/documents for enabling OIL to avail Input tax credit benefits in respect of the payments of GST which are payable against the CONTRACT. The CONTRACTOR should provide tax invoice issued under GST legislations for the goods and Services (indicating GST). Payment towards the components of GST shall be released by OIL only against appropriate documents i.e.: Tax Invoice/Bill of entry for availing input tax credit (as applicable).
- 12.3.10** The tax invoices as per above provisions should contain all the particulars as required under the invoicing rules under the GST legislations, including, but not limited to the following:
- (i) Name, Address and the GST Registration Number (under the relevant Tax Rules) of the Service Provider (CONTRACTOR).

- (ii) Name and Address and GST Registration Number of the Service Receiver (Address of OIL).
- (iii) Description, Classification and Value of taxable service/goods and the amount of applicable tax (CGST, SGST, IGST, UTGST and cess).

12.3.11 In case of imported goods, CONTRACTOR/supplier is required to provide original Bill of Entry or copy of Bill of Entry duly attested by Custom authority.

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

12.3.13 OIL would not accept any invoice without its GSTIN mentioned on the invoice

Note: CONTRACTOR who is under composition levy of the GST legislation would raise Bill of supply instead of Tax invoice, which will have GSTIN of supplier as well as OIL.

12.4 Goods and Services Tax:

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

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

OIL will reimburse the GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

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

OIL will reimburse GST to the Supplier of Goods/Services (Service Provider) at actual against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.

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

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

- 12.4.6 Beyond the contract period, in case OIL is not entitled for input tax credit of GST, then any increase in the rate of GST beyond the contractual delivery period shall be to Service provider's account whereas any decrease in the rate GST shall be passed on to the OIL.

- 12.4.7 Beyond the contract period, in case OIL is entitled for input tax credit of GST, then statutory variation in applicable GST on supply and on incidental services, shall be to OIL's account.

- 12.4.8 Claim for payment of GST/Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- 12.4.9 The base date for the purpose of applying statutory variation shall be the Bid Opening Date.
- 12.4.10 The CONTRACTOR will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the CONTRACTOR will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/E-way Bill, if applicable etc.

12.5 Anti-profiteering clause

- 12.5.1 As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.
- 12.5.2 In case rating of Contractor is negative/black listed after award of work for supply of goods/services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor/Contractor and shall also be entitled to deduct/recover such GST along with all penalties/interest, if any, incurred by OIL.

13.0 CUSTOMS DUTY, IF APPLICABLE:

- 13.1.1 CONTRACTOR shall be responsible to import the equipment/tools/spares/consumables etc. required for execution of the contract. The CONTRACTOR shall undertake to complete all the formalities as required under the Customs Act/Foreign Trade Policy (FTP) and indemnify OIL from all the liabilities of Customs in this regard.
- 13.1.2 CONTRACTOR will be solely responsible for payment of all applicable Customs Duty and to comply all Rules and Regulations. Total Contract Price/Value is inclusive of all Customs Duty, if not mentioned otherwise elsewhere in the Contract.

13.1.3 Above clause is to be read with Customs Duty Clause in SCC, if any.

14.0 INSURANCE:

14.1 CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputed insurance companies to the satisfaction of the Company as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of Company against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the Company. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor's failure in this regard shall not relieve him of any of his responsibilities & obligations under Contract. All costs on account of insurance liabilities covered under Contract will be to Contractor's account and will be included in Value of Contract. However, the Company may from time to time, during the currency of the Contract, ask the Contractor in writing to limit the insurance coverage risk and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in value of Contract to the extent of reduced premium amounts. Contractor shall cover insurance with Indian Insurance Companies.

14.2 Any deductible set forth in any of the above insurance shall be borne by Contractor.

14.3 CONTRACTOR shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

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

14.5 Certificate of Insurance:

Before commencing performance of the CONTRACT, CONTRACTOR shall furnish OIL with certificates of insurance indicating:

- a) Kinds and amounts of insurance as required herein
- b) Details of coverage
- c) Insurance corporation or companies carrying the aforesaid coverage
- d) Effective and expiry dates of policies
- e) That OIL shall be given thirty (30) days written advance notice of any material change in the policy
- f) Waiver of subrogation endorsement has been attached to all policies and
- g) The territorial limits of all policies.

14.6 Contractor shall also inform the Company at least 60 days in advance regarding the expiry cancellation and/or changes in any of such documents & ensure revalidation/renewal, etc., as may be necessary well in time.

14.7 If any of the above policy expire or/are cancelled during the term of this CONTRACT and CONTRACTOR fails for any reason to renew such policies, OIL in no case shall be liable for any loss/damage occurred during the term when the policy is not effective. Furthermore, a penal interest @1% of the Total contract value shall be charged towards not fulfilling of the contractual obligations. Notwithstanding above, should there be a lapse in any insurance required to be taken by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.

14.8 Contractor on demand from Company shall furnish the Insurance Policy having detail terms and conditions, with respect to any Certificate of Insurance submitted to the Company.

CONTRACTOR shall, at his own expense, arrange appropriate comprehensive insurance to cover all risks assumed by the CONTRACTOR under this CONTRACT in respect of CONTRACTOR's equipment, tools and any other belongings of the CONTRACTOR and its personnel as well deputed under this CONTRACT during the entire period of their engagement in connection with this CONTRACT

including extensions if any. The CONTRACTOR shall also carry adequate insurance cover against damage/loss to third party person/property. OIL will have no liability on this account.

14.9 Principal Assured

The following are to be included as Principal Assured(s) in the Insurance Policies (except in case of Workmen's Compensation/Employer's Liability insurance):

"Oil India Limited, and CONTRACTOR's name (as appearing in the Contract /LOA)".

14.10 Waiver of subrogation:

All insurance policies of the CONTRACTOR with respect to the operations conducted hereunder as set forth in clauses hereof, shall be endorsed by the underwriter in accordance with the following policy wording:

"The insurers hereby waive their rights of subrogation against Oil India Limited or any of their employees or their affiliates and assignees".

14.11 Deductible:

The CONTRACTOR shall take policy with minimum deductible as per IRDA prescribed for the policy(ies). That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the CONTRACTOR.

14.12 Compliance with Sec 25(1), of "The General Insurance Business (Nationalization) Act 1972"

Section 25(1) of "The General Insurance Business (Nationalization) Act 1972" is reproduced below:

"No person shall take out or renew any policy of insurance in respect of any property in India or any ship or other vessel or aircraft registered in India with an insurer whose principal place of business is outside India save with the prior permission of the Central Government".

The above requirement of aforesaid Act needs to be complied with by the CONTRACTOR wherever the aforesaid provisions of Act apply, and compliance confirmations submitted.

14.13 Loss Payee Clause:

The Insurance Policies should mention the following in Loss Payee Clause:

“In respect of Insurance claims in which OIL’s interest is involved, written consent of OIL will be required”.

14.14 On account payment to OIL in case of claim

In case any loss or damage happen and where OIL’s interest is involved, OIL reserves the right to recover the loss amount from the CONTRACTOR prior to final settlement of the claim.

14.15 CONTRACTOR shall require all of its SUB-CONTRACTORS to provide such of the foregoing insurance cover as the CONTRACTOR is obligated to provide under this CONTRACT.

14.16 CONTRACTOR shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:

- i) **Workman Compensation and/Employers’ Liability Insurance:** Workmen's compensation and employer's liability insurance as required by the laws of the country of origin of the employee.
- ii) **Commercial General Liability Insurance:** Commercial General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of CONTRACTOR required to fulfil the provisions under this Contract.
- iii) **Comprehensive General Automotive Liability:** Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits shall be governed by Indian Insurance Regulations.
- iv) **Carrier’s Legal Liability Insurance:** Carrier’s Legal Liability Insurance in respect of all CONTRACTOR’s items to be transported by the CONTRACTOR to the site of work, for

physical loss or destruction of or damage to goods or merchandise, while in transit.

- v) **Public Liability Act Policy:** Public Liability Act Policy covering the statutory liability arising out of accidents occurring during the currency of the contract due to handling hazardous substances as provided in the Public Liability Insurance Act 1991 and the Rules framed there under.
- vi) **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY):** CONTRACTOR shall, ensure that all his/its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of OIL.
- vii) CONTRACTOR's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- viii) **Any other insurance policy set forth in the SCC**

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

15.0 LIABILITY:

15.1 Except as otherwise expressly provided herein, neither COMPANY nor its servants, agents, nominees, CONTRACTORS, or sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the CONTRACTOR and/or their CONTRACTORS or sub-CONTRACTORS, irrespective of how such loss or damage is caused and even if caused by the negligence of COMPANY and/or its servants, agent, nominees, assignees, CONTRACTORS and sub-CONTRACTORS.

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

its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. The COMPANY shall protect, defend, indemnify and hold harmless CONTRACTOR from and against such loss or damage and any suit, claim or expense resulting there from.

15.6 Except as otherwise expressly provided herein, neither CONTRACTOR nor its servants, agents, nominees, assignees, CONTRACTORS, sub-CONTRACTORS shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the COMPANY and/or of its CONTRACTORS or sub-CONTRACTORS irrespective of how such injury, illness or death is caused and even if caused by the negligence of CONTRACTOR and/or its servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS. COMPANY shall protect, defend indemnify and hold harmless CONTRACTOR from and against such liabilities and any suit, claim or expense resulting there from.

15.7 The COMPANY agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for loss or damage to the equipment of COMPANY and/or its CONTRACTORS or sub-CONTRACTORS when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

15.8 The COMPANY hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against CONTRACTOR and/or its underwriters, servants, agents, nominees, assignees, CONTRACTORS and sub-CONTRACTORS for injury to, illness or death of any employee of the COMPANY and of its CONTRACTORS, sub-CONTRACTORS and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

16.0 LIMITATION OF LIABILITY:

a) Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts and/or criminal negligence, neither the CONTRACTOR nor the COMPANY (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of

use, loss of production, or loss of profits or interest costs, provided however that this exclusion shall not apply to any obligation of the CONTRACTOR to pay Liquidated Damages to the COMPANY and/or COMPANY's right to forfeit the Performance Bank Guarantee(s) in terms of the contract.

- b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the CONTRACTOR in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract Price (if not specified otherwise in SCC), provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the CONTRACTOR, or to any obligation of the CONTRACTOR to indemnify the COMPANY with respect to Intellectual Property Rights.
- c) COMPANY shall indemnify and keep indemnified CONTRACTOR harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

17.0 LIABILITY OF UNION GOVERNMENT OF INDIA:

It is expressly understood and agreed upon by and between CONTRACTOR and OIL INDIA LIMITED, and that OIL INDIA LIMITED is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Union of India is not a party to this agreement and has no liabilities, obligations or rights, whatsoever hereunder. It is expressly understood and agreed that OIL INDIA LIMITED is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and general principles of the Contract law. The bidder/CONTRACTOR expressly agrees, acknowledges and understands that OIL INDIA LIMITED is not an agent, representative or delegate of the Union of India. It is further understood and agreed that Union of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder/ CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Union of India arising out of this contract and covenants not to sue the Union of India as to

any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

18.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-CONTRACTORS.

19.0 RISK PURCHASE:

In the event, CONTRACTOR's failure to provide the services as per the Contractual scope, terms and conditions, COMPANY (OIL) reserves the right to hire the services from any other source at the CONTRACTOR's risk & cost and the difference in cost shall be borne by the CONTRACTOR. Further, OIL shall retain the right of forfeiture of Performance Bank Guarantee and any other action as deemed fit. In certain operational situations OIL reserves the right to take over the site including the service equipment at the risk and cost of the CONTRACTOR.

20.0 INDEMNITY AGREEMENT:

20.1 Except as provided hereof CONTRACTOR agrees to protect, defend, indemnify and hold COMPANY harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of CONTRACTOR's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

20.2 Except as provided hereof COMPANY agrees to protect, defend, indemnify and hold CONTRACTOR harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which

may arise in favour of COMPANY's employees, agents, CONTRACTORS and sub-CONTRACTORS or their employees or in favour of any third party(is) on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

21.0 INDEMNITY APPLICATION:

The indemnities given herein above, whether given by COMPANY or CONTRACTOR shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

22.0 ROYALTY PATENTS:

Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, 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 forming part thereof.

23.0 WARRANTY AND REMEDY OF DEFECTS:

23.1 CONTRACTOR warrants that they shall perform the work in a first class, workmanlike, and professional manner and in accordance with their highest degree of quality, efficiency and current state of the art technology/industry practices and in conformity with all specifications, standards and drawings set forth or referred to in the Terms of Reference and with instructions and guidance, which COMPANY may, from time to time, furnish to the CONTRACTOR.

23.2 Should COMPANY discover at any time during the tenure of the Contract or till the Unit/equipment/tools are demobilized from site or base camp (if applicable) that the work does not conform to the foregoing warranty, CONTRACTOR shall after receipt of notice from COMPANY, promptly perform any and all corrective work required to

make the services conform to the Warranty. Such corrective Work shall be performed entirely at CONTRACTOR's own expenses. If such corrective Work is not performed within a reasonable time, the COMPANY, at its option may have such remedial Work performed by others and charge the cost thereof to CONTRACTOR subject to a maximum of the contract value payable for the defective work which needs corrective action which the CONTRACTOR must pay promptly. In case CONTRACTOR fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

24.0 SUBCONTRACTING/ASSIGNMENT:

24.1 CONTRACTOR shall not subcontract, transfer or assign the contract, or any part under this contract, to any third party(ies). Except for the main services under this contract, CONTRACTOR may sub-contract the petty support services subject to COMPANY's prior written approval. However, CONTRACTOR shall be fully responsible for complete execution and performance of the services under the Contract.

24.2 Consequent upon of placement of contract, if successful bidder(s)(other than Micro/Small Enterprise) is procuring materials/services from their sub-vendor, who is a Micro or Small Enterprise registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME with prior consent in writing of the purchasing authority/Engineer in Charge the details like Name, Registration No., Address, Contact No., details of material and value of procurement made, etc. of such enterprises shall be furnished by the CONTRACTOR at the time of submission of invoice/bill.

25.0 RECORDS, REPORTS AND INSPECTION:

The CONTRACTOR shall, at all times during the currency of the contract, permit the COMPANY and its authorized employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The CONTRACTOR shall keep an authentic, accurate history and logs including safety records of each service item with major items consumed, which shall be open at all reasonable times for inspection by the COMPANY's designated representatives and its authorized

employees. The CONTRACTOR shall provide the COMPANY's designated representatives with a daily written report, on form prescribed by the COMPANY showing details of operations during the preceding 24 hours and any other information related to the said services requested by the COMPANY whenever so requested. The CONTRACTOR shall not, without COMPANY's written consent allow any third person(s) access to the said information or give out to any third person information in connection therewith.

26.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

26.1 CONTRACTOR shall not, without COMPANY's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of COMPANY in connection therewith, to any person other than a person employed by CONTRACTOR in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, as may be necessary for purposes of such performance with prior permission from COMPANY. However, nothing hereinabove contained shall deprive the CONTRACTOR of the right to use or disclose any information which is:

- a) possessed by the CONTRACTOR, as evidenced by the CONTRACTOR's written records, before receipt thereof from the COMPANY which however the CONTRACTOR shall immediately inform to COMPANY; or
- b) required to be disclosed by the CONTRACTOR pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the CONTRACTOR uses its best efforts to provide timely notice to COMPANY of such order to permit COMPANY an opportunity to contest such order subject to prior permission from COMPANY.

26.2 CONTRACTOR shall not, without COMPANY's prior written consent, make use of any document or information except for purposes of performing the contract.

- 26.3 Any document supplied to the CONTRACTOR in relation to the contract other than the Contract itself remain the property of COMPANY and shall be returned (in all copies) to COMPANY on completion of CONTRACTOR's performance under the Contract if so required by COMPANY.
- 26.4 During the currency of the Contract, COMPANY and its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees etc. may be exposed to certain confidential information and data of the CONTRACTOR. Such information and data held by the COMPANY, its employees, agents, other CONTRACTORS, sub-CONTRACTORS (of any tier) and their employees in the strictest Confidence and shall not be disclosed to any other party except on a need to know basis.

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

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

27.0 REMUNERATION AND TERMS OF PAYMENT:

- 27.1 COMPANY shall pay to the CONTRACTOR during the term of the Contract the amount due from time to time calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from COMPANY unless

specifically provided for in the Contract. All payments will be made in accordance with the terms hereinafter described.

- 27.2** Request for payment/part payment to third party i.e. other than the party on whom the contract has been awarded will not be entertained by OIL under any circumstances.
- 27.3** MANNER OF PAYMENT: All payments due by COMPANY to CONTRACTOR hereunder shall be made at CONTRACTOR's designated bank. Bank charges, if any will be on account of the CONTRACTOR.
- 27.4** Payment of any invoices shall not prejudice the right of COMPANY to question the validity of any charges therein, provided COMPANY within one year after the date of payment shall make and deliver to CONTRACTOR written notice of objection to any item or items the validity of which COMPANY questions.
- 27.5** INVOICES: Mobilization charges will be invoiced only upon completion of mobilization as certified by COMPANY representative and CONTRACTOR is ready at site for starting the services/operation. Payment of mobilization charges shall be made within 45 days following the date of receipt of undisputed invoices by COMPANY.
- 27.6** CONTRACTOR shall send invoice to COMPANY on the day following the end of each month for all daily or monthly charges due to the CONTRACTOR.
- 27.7** CONTRACTOR will submit 02 (Two) sets of all invoices duly super scribed 'Original' and 'copy' as applicable to the COMPANY for processing payment. Separate invoices for the charges payable under the contract shall be submitted by the CONTRACTOR for foreign currency and Indian currency.
- 27.8** Payment of monthly invoices, if undisputed, shall be made within 30 days following the date of receipt of invoice by COMPANY.
- 27.9** COMPANY shall within 30 days of receipt of the invoice notify the CONTRACTOR of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made

of any undisputed portion on or before the due date. This will not prejudice the COMPANY's right to question the validity of the payment at a later date as envisaged in clause no. 27.4 above.

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

27.11 Payment of Final demobilization charges shall be made if applicable within 45 days on receipt of invoice by COMPANY accompanied by the following documents from the CONTRACTOR:

- a) Audited account up to completion of the Contract.
- b) Tax audit report for the above period as required under the Indian Tax Laws.
- c) Documentary evidence regarding the submission of returns and payment to taxes for the expatriate personnel engaged by the CONTRACTOR or by its sub-CONTRACTOR.
- d) Proof of re-export of all items including the unutilized spares and consumables (excepting consumables consumed during the contract period) and also cancellation of re-export bond if any.
- e) Any other documents as required by applicable Indian Laws.

In case, no demobilization charges are payable, the documents mentioned above will have to be submitted by the CONTRACTOR before release of the final payment by the COMPANY. A certificate from Chartered Accountant on (a), (b) & (c) above will suffice.

27.12 CONTRACTOR shall maintain complete and correct records of all information on which CONTRACTOR's invoice are based upto 02 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.

28.0 PAYMENT OF COMMISSION/FEE/REMUNERATION OF INDIAN AGENT /CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE OF FOREIGN PRINCIPAL (APPLICABLE IN ICB TENDERS ONLY):

The Commission/fee/remuneration of the Indian agent/ consultant/ associate/ representative/retainer, if any, will be paid within 30 days of the payment of invoice made to the CONTRACTOR, The amount of commission/ fee/remuneration as a percentage of invoice value as per contract provisions will be deducted by COMPANY/OIL from the monthly invoices of the CONTRACTOR and paid to the Indian agent/ consultant/ representative/retainer/associate.

29.0 DETAILS OF STATUTORY PAYMENTS LIKE EPF AND ESI ETC.

Wherever applicable, the CONTRACTOR (including those engaging 'International Workers') shall have itself registered under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948 and follow the relevant statutory provisions including Rules made there-under concerning contractual workers.

The CONTRACTOR shall be required to submit the following documents/details to the Corporation:

- (i) Copy of PF-ECR duly stamped by the designated Bank, along with a print of the digitally signed PDF data sheet of the ECR, as proof of payment, each month, details of this PDF data sheet shall be verified by the appropriate authority (i.e. Payment Making Authority) in the COMPANY from the official website of EPFO (<http://www.epfindia.gov.in>).
- (a) Copy of the online challan endorsed/stamped by the designated bank as proof of receipt of payment towards monthly contribution of ESI contribution.
- (b) Copy of Return of contribution in respect of ESI for each contribution period of the six months i.e. for the contribution period ended 30th Sept and the contribution period ended 31st March.
- (iii) As an Annexure to each EPF-ECR and ESI Challan(s), CONTRACTOR shall also furnish the following Certificates:
 - 1) The furnished information is correct to the best of his knowledge.
 - 2) In case any discrepancies or irregularities is/are noticed in this undertaking, then OIL is free to inform the PF/ESIC Authorities.

- 3) Before the completion of contract, CONTRACTOR shall serve one-month notice to all his contractual workers, informing that their services will be terminated.
- 4) Within one month on completion/expiry of the contract, CONTRACTOR shall pay all the dues/terminal dues such as leave with wages, bonus (if applicable), Gratuity (if applicable), to all his contractual workmen, failing which CONTRACTOR's Bank Guarantee/Security Deposit may be withheld by OIL.

COMPANY may verify the deposit of statutory contribution made by the CONTRACTORS with the EPFO/ESI authorities, where deemed necessary. However, before making payment of the last bill/invoice of the CONTRACTOR, the COMPANY may verify the details/status of the payment towards EPF/ESI made by the CONTRACTOR from the authorities/official website of EPF/ESI (i.e. <http://www.epfindia.gov.in> and <http://www.esic.in>). In case the information furnished by the CONTRACTOR is found to be incorrect the COMPANY shall take appropriate action against the CONTRACTOR in accordance with law.

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

30.0 TIMELY MOBILISATION AND LIQUIDATED DAMAGES:

- a) Time is the essence of this Contract. If the CONTRACTOR fails to mobilize and deploy the required manpower/equipment and/or fails to commence the operation within the period specified as specified under mobilization clause under SCC, OIL shall have, without prejudice to any other right or remedy in law or contract including sub clause (b) below, the right to terminate the contract.
- b) If the contractor is unable to mobilize/deploy and commence the operation within the period specified in sub clause (a) above, it may request OIL for extension of the time with unconditionally agreeing for levy and recovery of LD. Upon receipt of such a request, OIL may at its discretion, extend the period of mobilization and shall recover from the CONTRACTOR, as an ascertained and agreed Liquidated Damages, a sum equivalent to @ 0.5% of contract value including mobilization cost, per week or part thereof of delay subject to maximum of 7.5% of the Contract Price.

- c) The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by OIL on account of delay on the part of the CONTRACTOR and the said amount will be payable without proof of actual loss or damage caused by such delay.
- d) LD will be calculated on the basis of Total Contract value [(if not specified otherwise in SCC] excluding duties and taxes, where such duties/taxes have been shown separately in the contract. However, the applicable GST on the LD shall have to be borne by the CONTRACTOR. Accordingly, the liquidated damages shall be recovered from the CONTRACTOR along with applicable GST.

31.0 FORCE MAJEURE:

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

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

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

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

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

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

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

32.0 SET-OFF:

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

33.0 WITHHOLDING:

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

- 33.1** For non-completion of jobs assigned as per Scope of Work/Terms of Reference.
- 33.2** Defective work not remedied by CONTRACTOR.
- 33.3** Claims by COMPANY's recognized sub-CONTRACTOR of CONTRACTOR or others filed or on the basis of reasonable evidence indicating probable filing of such claims against CONTRACTOR.
- 33.4** Failure of CONTRACTOR to pay or provide for the payment of salaries/ wages, contributions, taxes or enforced savings with-held from wages etc. with respect to personnel engaged by the CONTRACTOR.
- 33.5** Failure of CONTRACTOR to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- 33.6** Any failure by CONTRACTOR to fully reimburse COMPANY under any of the indemnification provisions of this Contract. If, during the progress of the work CONTRACTOR shall allow any indebtedness to accrue for which CONTRACTOR, under any circumstances in the opinion of COMPANY, may be primarily or contingently liable or ultimately responsible and CONTRACTOR shall, within five days after demand is made by COMPANY, fail to pay and discharge such indebtedness, then COMPANY may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to CONTRACTOR, a sum equal to the amount of such unpaid indebtedness.
- 33.7** Withholding will also be effected on account of the following:
- i) Order issued by a Court of Law or statutory authority in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of CONTRACTOR which by any law prevalent from time to time to be discharged by COMPANY in the event of CONTRACTOR's failure to adhere to such laws.
 - iv) Any payment due from CONTRACTOR in respect of unauthorised imports.
- When all the above grounds for withholding payments are removed, payment shall thereafter be made for amounts so with-held.

33.8 COMPANY reserves the right to disburse or deposit the amount so withheld to the concerned person(s) or agency or government authority, as the case may be, besides nullifying such amount on account of loss suffered by the COMPANY against 33.2, 33.3, 33.6 & 33.7 above.

34.0 APPLICABLE LAWS:

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the sole and exclusive jurisdiction of Courts situated in Dibrugarh (or the Place where the contract is executed) and Principal Bench of Gauhati High Court (or the High Court under whose territorial jurisdiction, the place of execution of contract falls).

This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts, mentioned hereinabove. Foreign companies, operating in India or entering into Joint ventures in India, shall also be governed by the laws of India and shall be subject to sole and exclusive jurisdiction of above Courts.

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

- a) The Mines Act 1952
- b) The Oil Mines Regulations, 1984
- c) The Employees' Compensation Act, 1923
- d) The Code of Wages, 2019
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- f) The Employees Pension Scheme, 1995
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- i) Goods and Service Tax Act

- j) Customs & Excise Act & Rules
- k) Factories Act, 1948
- l) Industrial Disputes Act, 1947
- m) Payment of Gratuity Act, 1972
- n) Environmental Protection Act, 1986 & other pollution control Acts.

Note: The above Acts are only indicative and not exhaustive. The Acts shall include the rules and regulations framed thereunder.

35.0 LABOUR LAWS:

- i) CONTRACTOR shall comply with the provisions of various labour related laws, including but not limited to the Code of Wages, 2019, Employee Provident Fund and Miscellaneous Provisions Act 1952, COMPANY's Liability Act 1938, Employees' Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour (Regulation and Abolition) Act 1970, Employment of Children Act 1938, Employees' State Insurance Act, 1948 or any modifications/amendment thereof or any other law relating thereto and rules made there under from time to time.
- ii) No Labour below the age of eighteen [18] years shall be employed on the work.
- iii) CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the work.
- iv) CONTRACTOR shall at his expense comply with all labour laws and keep the COMPANY indemnified in respect thereof.
- v) CONTRACTOR shall pay equal wages for men and women in accordance with applicable Labour laws.
- vi) If the CONTRACTOR is covered under the Contract Labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority [i.e. office of the Labour Commissioner] by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the CONTRACTOR.

vii) CONTRACTOR must obtain the PF Code from the concerned PF Authority under Employees Provident Fund and Miscellaneous Provisions Act, 1952. Similarly, CONTRACTOR must obtain ESI Code under Employees State Insurance Act.

viii) CONTRACTOR being the employer of the labours/personnel to be engaged under the contract shall be liable to pay gratuity to the labours/personnel as per the provision of the Payment of Gratuity Act, 1972 and accordingly, shall keep the COMPANY indemnified in respect thereof. If however, COMPANY requires to pay gratuity to such labour(s) as per the direction of the competent authority under the Act, COMPANY shall recover such amount from the outstanding dues payable to the CONTRACTOR under the contract or any other contract(s).

ix) CONTRACTOR shall furnish to Engineer in Charge the distribution return of the number & description, by trades of the work people employed on the works. CONTRACTOR shall also submit on the 4th & 19th of every month to Engineer in Charge a true statement showing in respect of the 2nd half of the preceding month & the 1st half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.

x) Engineer in Charge shall on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

xi) The CONTRACTOR shall indemnify the COMPANY against any payments to be made under and for the observance of the provisions of the aforesaid acts without prejudice to his right to obtain indemnity from his sub-CONTRACTOR.

36.0 STATUTORY REQUIREMENTS:

During the tenure of this CONTRACT nothing shall be done by the CONTRACTOR in contravention of any law, act and/or rules/regulations, thereunder or any amendment.

37.0 GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) GUIDELINES:

37.1 It will be solely the CONTRACTOR's responsibility to fulfil all the legal formalities with respect to the Health, Safety and Environmental aspects of the entire job (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub-CONTRACTORS hired by CONTRACTOR comply with the same requirement as the CONTRACTOR himself and shall be liable for ensuring compliance all HSE laws.

37.2 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager/Safety Officer/ Engineer/Official/Supervisor/Junior Engineer for safe operation.

37.3 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

37.4 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.

37.5 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company shall have the right to direct the contractor to cease work until the non-compliance is corrected.

38.0 POLLUTION AND CONTAMINATION:

The CONTRACTOR shall be liable for all surface and sub-surface pollution to the extent caused by CONTRACTOR and resulting from CONTRACTOR's operation/service or spillage or dumping of solvents/additive substances or pollutants, which the CONTRACTOR brings to the Site for use in connection with Work to be performed under this Contract.

Notwithstanding anything to the contrary contained herein, it is agreed that except on the ground of willful misconduct or criminal misconduct, COMPANY shall release, indemnify and hold CONTRACTOR and its sub-CONTRACTORS harmless from any and all claims, judgments, losses, expenses and any costs related thereto (including but not limited to Court costs and "Attorney's fees") for:

- a) Damage to or loss of any reservoir or producing formation; and/or
- b) Damage to or loss of any well; and/or
- c) Any other subsurface damage or loss; and/or
- d) Any property damage or loss or personal injury or death arising out of or in connection with a blowout, fire explosion and loss of well control regardless of cause.

39.0 STATUTORY VARIATION/NEWLY ENACTED LAW:

39.1 All duties, taxes except otherwise specified in the Contract as applicable on the closing date of bid submission as per relevant acts and rules shall be in CONTRACTOR's account. Variation in case of custom duty on CIF value declared by the bidder shall be to COMPANY account.

39.2 In the event of introduction of any new legislation or any amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body, which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this CONTRACT and which results in increased/decreased cost of the works under the CONTRACT through increased/decreased liability of taxes and/or duties, required to be paid by the CONTRACTOR, (other than personnel and Corporate taxes), the Parties shall agree to a revision in pricing to reflect such change subject to the production of documentary proof to the satisfaction of the COMPANY/CONTRACTOR as applicable to the extent which directly is attributable to such

introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority (applicable when disputed by COMPANY) & the courts wherever levy of such taxes/duties are disputed by COMPANY/CONTRACTOR.

39.3 Any increase in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date during the extended period will be to the CONTRACTOR's account, where delay in completion/mobilization period is attributable to the CONTRACTOR. However, any decrease in net amount of the duties and taxes (i.e. the amount of taxes/duties payable minus eligible credit of taxes/duties paid on input services/inputs) after the contractual completion/mobilization date will be to COMPANY's account.

39.4 The Contract Price and other prices given in the Schedule of Prices are based on the applicable tariff as indicated by the CONTRACTOR in the Schedule of Prices. In case this information subsequently proves to be wrong, incorrect or misleading, COMPANY will have no liability to reimburse/pay to the CONTRACTOR the excess duties, taxes, fees, if any finally levied/imposed by the concerned authorities. However, in such an event, COMPANY will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.

39.5 Notwithstanding the provision contained in Clause-39.1 to 39.4 above, the COMPANY shall not bear any liability in respect of:

- i. Personal taxes on the personnel deployed by CONTRACTOR, his sub-CONTRACTOR/sub-sub-CONTRACTORS and Agents etc.
- ii. Corporate taxes and Fringe benefit tax in respect of CONTRACTOR and all of their sub-CONTRACTORS, agents etc.
- iii. Other taxes & duties including Customs Duty and GST in addition to new taxes etc. in respect of sub-CONTRACTORS, vendors, agents etc. of the CONTRACTOR.
- iv. Any liability on the CONTRACTOR, which was accrued under the old law or contract, which the CONTRACTOR is obligated to pay either to the COMPANY or to the Government Authority.

- 39.6** In order to ascertain the net impact of the amendment/ revisions/enactment of various provisions of taxes/duties, the CONTRACTOR is liable to provide following disclosure to COMPANY:
- i. Details of each of the input services used in relation to providing service to COMPANY including estimated monthly value of input service and GST tax amount.
 - ii. Details of Inputs (material/consumable) used/required for providing service to COMPANY including estimated monthly value of input and GST paid/payable on purchase of inputs.
- 39.7** The above provisions would be applicable only in case of variation in rate of taxes and duties on supply of services to OIL and not applicable on taxes and duties on input (goods and services) towards such services.
- 39.8** Any claim or reduction on account of change in law shall be accompanied with undertaking that the provisions of anti-profiteering clause under GST Act have been complied with.
- 40.0 SEVERABILITY:**
Should any provision of this agreement be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.
- 41.0 Commission of misconduct/submission of fraudulent document by the bidder/contractor and Banning thereof:**
The information and documents furnished by the bidder/CONTRACTOR in respect of the tender/contract are accepted by COMPANY to be true and genuine. However, if it comes to the notice of the COMPANY anytime either during the pendency of the tender or after award of the contract or after completion the contract that a Bidder/CONTRACTOR furnished fraudulent document/false information in relation to the subject tender/contract or committed any misconduct, appropriate action shall be taken against the Bidder/CONTRACTOR for debarment/banning of the bidder/CONTRACTOR from participating in any future tender of the COMPANY in terms of the COMPANY's Banning Policy, 2017 besides making the CONTRACTOR liable for other penal action including

termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited by the COMPANY.

42.0 SETTLEMENT OF DISPUTES:

42.1 Arbitration (Applicable for Suppliers/CONTRACTORS other than PSU and MSME):

1. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:
2. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
3. It is agreed and undertaken by the Parties that irrespective of country of origin of the CONTRACTOR, the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and under no circumstances, the proceedings shall be construed as International Arbitration.
4. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Upto Rs.25.00 Lakh	Not applicable	Not applicable

Above Rs.25.00 Lakh Upto Rs.25 Crore	Sole Arbitrator	OIL
Above Rs. 25 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

5. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
6. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
7. Parties agree and undertake that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
8. The arbitral tribunal shall complete the proceedings, make and publish the award within time stipulated in the Arbitration and Conciliation Act, 1996(as amended).
9. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 20% of the fees if the claimant has not submitted statement of claim.
- (ii) 40% of the fees if the pleadings are complete
- (iii) 60% of the fees if the hearing has commenced.
- (iv) 80% of the fees if the hearing is concluded but the award is yet to be passed.

10. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator appointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, both parties shall equally share all expenditures that may be required to be incurred.

11. The fees and other administrative/secretarial expenses of the arbitrator(s) shall not exceed the model fee as stipulated in Schedule--- of the Act and such expenses shall be equally borne by the parties.

12. The Place/Seat of Arbitration shall be Guwahati or the place where the contract is executed. The venue of the arbitration shall be decided by the Arbitrator(s) in discussion with the parties. The cost of arbitration sittings shall be equally borne by the parties.

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

14. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

- a) 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) 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.

- b) A party wishing to commence arbitration proceeding shall invoke Arbitration Clause and refer the dispute(s) to AMRCD with a copy to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- c) Upon such reference, the dispute shall be decided by the Competent Authority appointed under the AMRCD, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

42.3 Arbitration (Applicable to Micro, Small and Medium Enterprise)

In the event of any dispute or difference relating to, arising from or connected with the Contract, efforts shall be made to resolve the dispute(s) amicably by mutual consultation and in case such dispute(s) cannot be resolved through mutual consultation, then same shall be resolved through the procedure as prescribed in Section-18 of the Micro, Small and Medium Enterprises Development Act, 2006.

42.4 Resolution of disputes through conciliation by OEC

(Not Applicable in cases where value of dispute is less than Rs. 25 Lakhs and more than 2 Crore)

If any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, Company at its discretion, on its own or on the request of the CONTRACTOR, may refer the dispute to Outside Expert Committee ("OEC") to be constituted by Corporate Business Committee (CBC), OIL as provided hereunder:

- a) The party desirous of resorting to conciliation shall send a notice of 30 (thirty) days to the other party of its intention of referring the dispute for resolution through OEC. The notice invoking conciliation shall specify all the points of disputes with details of the amount claimed to be referred to OEC and the party concerned shall not raise any new issue thereafter.
- b) OIL shall nominate three outside experts, one each from Financial/commercial, Technical and Legal fields from the Panel of Outside Experts maintained by OIL who shall together be referred to as OEC (Outside Experts Committee).
- c) Parties shall not claim any interest on claims/counterclaims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking conciliation till the date of OEC recommendations in any further proceeding.
- d) The Proceedings of the OEC shall be broadly governed by Part III of the Arbitration and Conciliation Act, 1996 including any modifications thereof. Notwithstanding above, the proceedings shall be summary in nature and Parties agree to rely only upon documentary evidence in support of their claims and not to bring any oral evidence in the OEC proceedings.
- e) OEC shall hear both the parties and recommend possible terms of settlement between the parties. The recommendations of OEC shall be non-binding and the parties may decide to accept or not to accept the same. Parties shall be at liberty to accept the OEC recommendation with any modification they may deem fit.
- f) Where recommendations are acceptable to both the parties, a settlement agreement will be drawn up in terms of the OEC recommendations or with such modifications as may be agreed upon by the parties. The settlement agreement shall be signed by both the parties and authenticated by all the OEC members either in person or through circulation. This settlement agreement shall

have the same legal status and effect as that of an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30 of the Arbitration and Conciliation Act, 1996.

- g) OIL will share all other guidelines regarding reconciliation through OEC with the CONTRACTOR when it resorts to settlement through OEC. Both parties agree to adhere to these guidelines.
- h) All the expenditure incurred in the OEC proceedings shall be shared by the parties in equal proportion. The parties shall maintain account of expenditure and present to the other for the purpose of sharing on conclusion of the OEC proceedings.
- i) The OEC proceedings must be completed within a period of 3(three) months from the date of constitution of the OEC with a provision of extension of one months, subject to mutual agreement. The Place of OEC shall be either at New Delhi or Guwahati.
- j) If the parties are not able to resolve the dispute through OEC or do not opt for conciliation through OEC, the party may invoke arbitration clause as provided in the contract.
- k) The parties shall be represented by their in-house employees/executives. No party shall bring any advocate or outside consultant/advisor/agent. Ex-officers of OIL who have handled the matter in any capacity directly or indirectly shall not be allowed to attend and present the case before OEC on behalf of Contractor. However, ex- employees of parties may represent their respective organizations.
- l) Solicitation or any attempt to bring influence of any kind on either OEC Members or OIL is completely prohibited in conciliation proceedings and OIL reserves the absolute right to close the conciliation proceedings at its sole discretion if it apprehends any

kind of such attempt made by the Contractor or its representatives.

42.5 Exclusions

Parties agree that following matters shall not be referred to conciliation or arbitration:

- i) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to initiate any proceedings for suspension or debarment or banning, or decision to suspend or to ban or to debar business dealings with the bidder/CONTRACTOR and/or with any other person involved or connected or dealing with bid/contract/bidder/CONTRACTOR.
- ii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision under the provisions of Integrity Pact executed between OIL and the Bidder/CONTRACTOR.
- iii) Any claim, difference or dispute relating to, connected with or arising out of OIL's decision to comply with any order or directive of any statutory or government authority.
- iv) Any claim which is less than Rs. 25 Lakh.

43.0 COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause or extended through written communication, this Contract shall be deemed to have been completed at the expiry of the Period specified in the contract or period of defect liability, as provided for under the Contract, whichever is later.

44.0 TERMINATION:

44.1 Termination on expiry of the contract: This Agreement shall be deemed to have been automatically terminated on the expiry of the contract period unless OIL has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

44.2 Termination of contract for death: If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partners dies then unless, the COMPANY is satisfied that the legal heir of the individual or the proprietary concern or the surviving partners

are capable of carrying out and completing Contract, the COMPANY is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR's firm on account of the cancellation of Contract. The decision of the COMPANY in such assessment shall be final & binding on the parties. In the event of such cancellation, the COMPANY shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of CONTRACTOR's firm liable for any damages for non-completion of the Contract.

44.3 Termination on account of Force Majeure: Unless the contract provides otherwise, either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article-31.0 above.

44.4 Termination on account of insolvency: In the event that the CONTRACTOR or its collaborator or its guarantor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt or under the process of insolvency or liquidation, then the COMPANY shall, by a notice in writing have the right to terminate the Contract and all the CONTRACTOR's rights and privileges hereunder, shall stand terminated forthwith.

However, COMPANY shall be at liberty to give the Receiver or Liquidator or Insolvency Professional Manager, as appointed by the Competent Court/Tribunal, the option of carrying out the Contract subject to its technical & financial competence and his providing a guarantee for due and faithful performance of the Contract.

44.5 Termination for Unsatisfactory Performance: If the COMPANY considers that, the performance of the CONTRACTOR is unsatisfactory, or not as per the provision of the Contract, the COMPANY shall notify the CONTRACTOR in writing and specify in details the cause of dissatisfaction. The COMPANY shall have the option to terminate the Contract by giving 15 days notice in writing to the CONTRACTOR, if CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the COMPANY. In the event CONTRACTOR rectifies its non-performance to the satisfaction of the COMPANY, the option of termination may not be exercised by the COMPANY. If however CONTRACTOR repeats non-performance

subsequently, COMPANY shall exercise the option to terminate contract by giving 07 days notice. Such CONTRACTOR shall be put on holiday as per the Banning Policy of OIL [available at www.oil-india.in].

- 44.6 Termination due to change of ownership and Assignment:** In case the CONTRACTOR's rights and/or obligations under this Contract and/or the CONTRACTOR's rights, title and interest to the equipment/material, are transferred or assigned without the COMPANY's written consent, the COMPANY may at its option, terminate this Contract. COMPANY shall not be however under any obligation to accord consent to the CONTRACTOR for change of ownership & assignment of the contract.
- 44.7** If at any time during the term of this Contract, breakdown of CONTRACTOR's equipment results in CONTRACTORs being unable to perform their obligations hereunder for a period of 15 successive days, COMPANY at its option, may terminate this Contract in its entirety or partially to the extent non-performance, without any further right or obligation on the part of the COMPANY, except for the payment of money then due. No notice shall be served by the COMPANY under the condition stated above.
- 44.8 Termination for delay in mobilization:** CONTRACTOR is required to mobilize complete equipment alongwith crew for commencement of services at the specified site within the maximum allowed number of days from the date of LOA/Notice for Mobilization as specified in the special conditions of contract. If the CONTRACTOR (successful bidder) fails to complete the mobilization as above, OIL shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
- 44.9** Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the COMPANY on giving 30 (thirty) days written notice to the CONTRACTOR due to any other reason not covered under the above Article from 44.1 to 44.8 and in the event of such termination the COMPANY shall not be liable to pay any cost or damage to the CONTRACTOR except for payment of services as per the Contract upto the date of termination.
- 44.10 Consequence of Termination:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be

limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

Upon termination of this Contract, CONTRACTOR shall return to COMPANY all of COMPANY's properties, which are at the time in CONTRACTOR's possession.

In the event of termination of contract, COMPANY will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the CONTRACTOR shall demobilize their personnel & materials.

Demobilization charges shall not be payable by COMPANY in case of Article from 44.4 to 44.7.

45.0 TO DETERMINE THE CONTRACT:

In such an event the contract shall stand terminated and shall cease to be in force from the date of such notification by the COMPANY. Thereafter the CONTRACTOR shall stop forthwith any of the work then in progress, except those work which the COMPANY may, in writing, require to be done to safeguard any property or work, or installations from damages, and the COMPANY may take over the remaining unfinished work of the CONTRACTOR and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR, and any of its sureties if any, shall be liable to the COMPANY for any excess cost occasioned by such work having to be so taken over and completed by the COMPANY over and above the cost at the rate/cost specified in the schedule of quantities and rates/prices.

46.0 WITHOUT DETERMINING THE CONTRACT:

To take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh CONTRACTOR or by other means, at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of its sureties are liable to the COMPANY for any excess cost over and above the cost at the rates specified in the schedule of quantities and rates/prices, occasioned by such work having been taken over and completed by the COMPANY.

47.0 ERRING/DEFAULTING AGENCIES:

Erring and defaulting agencies like bidder, CONTRACTOR, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com. Moreover, OIL reserves the right to take legal or any other action on the basis of merit of the case.

48.0 MISCELLANEOUS PROVISIONS:

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

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

During the tenure of the Contract, CONTRACTOR shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, CONTRACTOR shall clear away and remove from the site any surplus materials; rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the COMPANY.

Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel or any other justified situation in which case the replaced person should have equal

experience and qualification, which will be again subject to prior approval, by the COMPANY.

END OF SECTION – I

PART – 3

SECTION – II

SCOPE OF WORK / TERMS OF REFERENCE

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+5) HR Office building to accommodate approximately 150 numbers of persons.

2.0 Objective:

Oil India Limited (OIL) intends to engage an **Engineering and Project Management Consultant** (EPMC) for Multi-storied (G+5) office building with modern office amenities at the current location of Employee Relations (ER) department of OIL.

The Multi-storied office building shall be constructed after dismantling the existing ER office except the building at North East corner of ER department premises.

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 floor shall have a floor area of 900 sqm., subjected to +2.5% variations during final design approval stage.

3.2 The Ground floor will have the parking and space for utilities such as Electrical panels, water pumps etc. and a security room shall also be constructed at Ground floor.

3.3 Parking space in addition to the ground floor parking shall also be required.

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

3.5 Two lifts (one having minimum capacity of 12 persons and one service lift) should be provided in the building.

3.6 The building should be provided with fire-fighting arrangements as per NBC.

3.7 The building shall have conference room as stated under:

- a) One big conference room to accommodate 100 persons
- b) One medium size conference room to accommodate 50 persons
- c) Mini conference room in each floor to accommodate 20 persons. The provision of mini conference room in each floor is subjected to availability of space for same.

3.8 5 (five) m wide (carriage way) peripheral road around the building and one canteen for around 70 persons.

3.9 Owner's aspiration:

- a) Optimized building design to reduce conventional energy demand in terms of Electrical energy consumption using natural light and air.
- b) Adaptation of efficient design and technology to reduce time of construction

4.0 EPMC'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 ER office and planning for site development including raising the area suitably to avoid water stagnation.
- d) Design of Multi-storied (G+5) RCC office building with all modern office amenities to accommodate a minimum of 150 (approx.) officials.
- e) Planning and design of Peripheral road having a width of 5 m (carriage way).
- f) Planning and design of storage and distribution system of water. Source water will be provided by OIL.
- g) Design of lifts
- h) Planning and design of power distribution system including all electrical components, outdoor light etc. Source of power will be provided by OIL.
- i) Planning and design of plumbing/ drainage system including storm water drains and its connection (if required) to nearby Leader drain.
- j) Landscape design
- k) Planning and design of fire-fighting system as per NBC.
- l) Planning and design of network for telephone, internet, television etc.
- m) Preparation of tender documents with detailed Bill of Quantities (BOQ),

detailed specifications etc.

- n) Providing construction supervision and Management service inclusive of QA/QC during the implementation of works (construction phase).
- o) 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.
- p) Preparation of preliminary and detailed cost estimate of the Project.
- q) 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.
- r) Expediting of delivery of equipment/Material being manufactured/supplied by concerned vendor and inspection of the items delivered.
- s) Health, Safety & Environment (HSE) Management.
- t) Certification and forwarding the contractor's bills to OIL within the stipulated time.
- u) 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 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 5 boreholes are to be carried out for Soil Survey.

ii) Architecture Design:

- a) Preparation of Master Plan Layout for the office building. The master plan shall be integrated with the existing plan provided.
- b) Circulation and traffic movement.
- c) Architectural Planning and Design for the office cabins and related ancillary structures.
- d) Preparation of Detail Building wise Floor plans.
- e) Preparation of Elevations and Sections.
- f) Detail interior planning and design w.r.t. office cabins.
- g) Preparation of adequate nos. of coordination drawings including construction / Working drawings for smooth execution of the project.
- h) Landscape Design: Detail Landscape design including soft and hard surface design for open spaces, green areas etc. with all required details.
- i) The Master plan along with all necessary details shall be submitted to OIL for approval.

- j) 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.
- k) Preparation of 3D modeling 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.** 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 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 & disposal and storm water drainage system.
- f) Design of Rain water Harvesting system.

iv) Electrical & Communication Engineering Services:

- a) After layout & preliminary building plans are finalized, the EPMC shall calculate total Electrical Power requirement of the Building 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 etc.

- c) Detail design of power supply to the building which includes LT Panels, cabling to all LT Panels, Feeder Panels as per standard specifications and data of present system already available at site.
- d) Design of a grid connected rooftop Solar PV Power Plant. Capacity to be decided during designing phase. Also framing of O&M Contract.
- 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.
- g) Detail design of Air- conditioning system.

v) Mechanical Engineering Services:

- a) Comprehensive planning & designing of all Mechanical services and systems such as Lifts, Fire Fighting system etc.
- b) Fire Fighting system: Design and prepare working drawings for internal and external fire protection and suppression system including hydrant, sprinkler system etc. Fire protection facilities for the building to be installed as per Part: IV of NBC, 2016..

vi) Water Supply and sewage system:

- a) Calculation of water requirement. Design and prepare working drawings of internal and external water supply system inclusive of plumbing/ drainage system.
- b) 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 are 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 HR Building 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) EPMC to assist Client and Construction contractor as the case may be so 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) can be timely applied for and obtained. Review/ Maintenance of all site records, including Measurements / Abstract and other documentary requirements meeting the requirements of CTE/ CVC guidelines for such works.
- x) Provide assistance to the Client for submitting replies to the observations made by the CTE/CVC/CAG or any other Government audit bodies.
- xi) EPMC will ensure proper handing over of the completed project to OIL including the 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 equipment, if any.
- d) Preparation of Inspection Categorization Plan (ICP) for factory inspection of major equipment, if any as per project requirement and in-house guidelines of the Consultant.
- e) Witnessing Factory Inspection Tests (FAT) of major equipment, 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 All Pre-construction NOC's / approvals from different external authorities shall be obtained by the OIL. However, all necessary assistance through preparation of reports/ drawings to be submitted to concerned authorities along with the applications shall be prepared by EPMC and shall give clarifications if sought by the authorities.

5.3 The construction contractor shall be responsible for obtaining statutory clearances / permission from statutory and other Government authorities including SPCB (State Pollution Control Board), Municipal/ Area Development corporations etc. during the construction and post construction phase including obtaining the Occupancy Certificate. EPMC shall provide necessary guidance for such clearances/ permissions.

5.4 Statutory fee remitted by the Construction Contractor towards obtaining the statutory approvals shall be reimbursed in actual by the Owner upon submission of documentary evidence and certification by the EPMC.

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.

7.5 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 Building.
- 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 (MOMs).

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.

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:

- (a) 5 months from issue LOA to EPMC till award of Construction work (Design phase)
- (b) 20 months for Construction of work at site
- (c) 1 months for project close out activities
- (d) Total 26 months from issue of LOA to EPMC

Note: Issue of “Good for Construction” (GFC) drawings for disciplines like Structural and Architectural works shall be issued to the construction contractor on the date of award of work to Construction Contractor or 4 months after LOA to EPMC, whichever is earlier. All balance GFC drawings for other disciplines shall also be issued to the Construction Contractor within 3 months of award of work to them. Also, EPMC shall ensure that construction work at site is not affected for want of GFC drawings or clarifications at any point of time.

The Time schedule in detail is as under:

Sl. No.	Description of Work	Period from Date of issue of LOA to EPMC	Cumulative period from Date of issue of LOA to EPMC
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 20 days after issue of LOA	20 days
2.	Getting approval of the Master Plan, preliminary concept report/ estimate from OIL and other concerned authorities/ local Bodies as applicable.	Within 15 days after submission of preliminary Estimates.	35 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 15 days after approval of Master Plan and preliminary Estimate by OIL	50 days
4.	Finalization of Tender Document, BEC and submission to OIL for review / approval of Competent Authority.	Within 60 days after issue of LOA	50(Parallel activity) + 10 days = 60 days
5.	Invitation of Bids, Pre-bid Meeting, Opening of Technical Bids for Selection of Construction Contractor	30 days after Sl. No. 4	90 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.	60 days after Sl. No. 5	150 days (5 Months)
7.	Issue of "Good for Construction" (GFC) drawings for disciplines like Structural and Architectural works shall be issued to the construction contractor on the date of award of work to Construction Contractor or 6 months after LOA to EPMC, whichever is earlier. All balance GFC drawings for other disciplines shall also be issued to the Construction Contractor within 6 months of award of work to them. Also, EPMC shall ensure that construction work at site is not affected for want of GFC drawings or clarifications at any point of time.	–	–
8.	Construction Supervision and Project Management Services during construction stage & till complete handing over of the project	20 Months from the date of issue of LOA to Construction Contractor.	25 Months
9.	Project close- out	1 months	26 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 (a) Re-working / re-tendering / re-designing, if any, shall be done without any extra cost to OIL.

(b) Re-tendering for non-responsiveness, less competition, higher price, etc., the same is to be carried out by EPMC within the quoted cost. However, the additional time spent in this regard on account of re-tendering shall be considered for extension of completion period for EPMC without levy of LD.

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/ Statues.

11.3 EPMC shall be responsible for the design, engineering, etc. but the ownership and patent right shall be with OIL. EPMC shall suggest measures to cut-down cost and time over run without compromising the quality of work required in implementing the project.

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

11.5 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 submit CURRICULUM VITAE as per **Performa- IX** duly signed by the individual and counter signed by the designated official submitting the Bid.

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 at least 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. Manpower requirement against Project Manager (A) and Resident Construction Manager (RCM) shall be Permanent Employee of the consultant.

(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 10 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 10 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 7 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 7 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 7 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 7 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 or a Civil engineering diploma holder and having at least 13 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) **One (01) no. of Engineering Discipline Personnel** who shall be Civil Engineering Graduates having at least 7 years of working experience or Civil Engineering diploma holder having at least 10 years of working experience in having executed min. 1 (one) similar project and shall be responsible for daily supervision/monitoring and QA/ QC at project site.

(iii) **Two (02) Nos. of Engineering Discipline Personnel (one each from Electrical and Mechanical)** having at least 5 years working experience in case of Engineering graduate (or having 8 years of working experience for diploma holder) who shall be Project Engineer responsible for supervision/monitoring of the E&M works of the project. They shall be deputed to the site as & when required.

(iv) **One (01) No. of HSE Engineer** who shall be a Degree / Diploma holder in Engineering and Diploma in Industrial Safety with minimum 5 years of relevant experience in Construction Safety.

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 for approval. 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.	Resident Construction Manager	01	Immediately after issue of LOA till the completion of work.	BE/B. Tech (Civil)/ 10 years Or, Diploma in Civil/ 13 years	Rs. 1,800/- per day
2.	Civil / QA/QC Engineer	02	Within one week of issuance of LOA	BE/B. Tech (Civil)/ 7 years Or, Diploma in Civil/ 10 years	Rs. 1,500/- per day

3.	Electrical / Mechanical Engineer	01 + 01	Before the commencement of Electrical / Mechanical work till the completion of work.	B.E/ B. Tech (Electrical/ Mechanical) / 5 years Or, Diploma (Electrical/ Mechanical) / 8 years	Rs. 1,200/- per day per person
5.	HSE Engineer	01	From the commencement of construction works till the completion of work.	Degree / Diploma holder in Engineering and Diploma in Industrial Safety with minimum 5 years of relevant experience in Construction Safety.	Rs. 1,400/- per day

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 SCHEDULE OF RATES/PRICE BID FORMAT

HIRING OF ENGINEERING AND PROJECT MANAGEMENT
CONSULTANCY (EPMC) SERVICES FOR CONSTRUCTION OF
“MULTI-STORIED (G+5) OFFICE BUILDING” AT DULIAJAN

Sl. No.	Description	Unit	Total Quoted Price
			Amount in Indian Rupees
PRICE SCHEDULE:			
1	Total Cost of Services for the entire Work as mentioned in the Scope of Work of the tender document which inter-alia includes design of building, 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 Construction contractor(s), 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)			
Total quoted Price in words			

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 remain firm during & completion of the Project including extension, if any.
7. Bidders to quote whole 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)

SL. No.	Milestones	Payment limited to % of Quoted Price
	DESIGN PHASE	
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
	CONSTRUCTION PHASE	
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

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 Owner/ client: Owner/ client mean Oil India Limited.

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

1.4 Consultant: Consultant means EPMC (the organization).

1.5 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 Duties and Obligations of the Consultant:

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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. OIL may provide electrical power to EPMC site office for lighting, AC & other communication tools etc., subjected to availability and on chargeable basis.

3.8 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.

3.9 OIL envisages Environment friendly, sustainable design of a Building.

3.10 Accommodation / Residential facilities shall be in the scope of EPMC.

4.0 Project Management organization:

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

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

4.3 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.

4.4 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.

5.0 Obligations of the Owner:

5.1 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.

5.2 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.

5.3 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.

5.4 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;

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.

6.0 Time of Completion:

6.1 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 26 (Twenty six) months from the date of LOA to EPMC. EPMC contract will be valid till completion of 26 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 26 (Twenty six) months at no extra cost to OIL.**

6.2 Upon issuance of LOA, the Consultant shall be called for a kick off meeting at Owner's Office at Duliagan, 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 Duliagan, the kick off meeting shall be arranged through electronic medium.

6.3 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.

7.0 Other Special Conditions and Notes to Bidder:

7.1 If for reason solely attributable to Owner, the contract for construction of Multi-storied Building at Duliagan 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.

7.2 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".

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

S/L no.	Document	Approve/ Review
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

9.0 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.

END OF PART -3 SECTION-IV

PART-4

PROFORMAS

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:

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

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 () 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 _____ 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 _____ 2019.

Signature

(In the capacity of)

PROFORMA - II B

FORM OF PERFORMANCE BANK GUARANTEE

To: M/s. OIL INDIA LIMITED,
(Attn: Head-Contracts)
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 SMFS by the BG issuing Bank Branch to HDFC Bank, Duliajan Branch, District: Dibrugarh, PIN: 786602. Bank and OIL’s bank account Details given below:

Bank Details of Beneficiary: OIL INDIA LIMITED	
Bank Name	HDFC BANK LIMITED
Branch Name	Duliajan
Bank Account No.	21182320000016
Type of Account	Current Account
IFSC Code	HDFC0002118
MICR Code	786240302
SWIFT Code	HDFCINBBCAL

Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

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)

For and on behalf of
(M/s. _____)

Name:
Status:
In presence of

Name:
Status:
In presence of

- 1.
- 2.

- 1.
- 2.

FORM OF BID SECURITY (BANK GUARANTEE)

To: M/s. OIL INDIA LIMITED,
Attn: GM (Projects-C&P)
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____/Offer vide Response Number _____ for _____(hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s tender No.: _____. KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this _____ day of _____ 2020.

THE CONDITIONS of these obligations are:

- (1) If the Bidder withdraws / modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of Contract in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand(by way of letter/fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including the date (F **) and

any demand in respect thereof should reach the Bank not later than the above date.

SIGNATURE AND SEAL OF THE GUARANTORS _____

Name of Bank & Address _____

Date Place _____

Note:

1. The Bidder should insert the amount of the guarantee in words and figures.
2. Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid.
3. 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 SMFS by the BG issuing Bank Branch to HDFC Bank, Duliajan Branch, District: Dibrugarh, PIN: 786602. Bank and OIL's bank account Details given below:

Bank Details of Beneficiary: OIL INDIA LIMITED	
Bank Name	HDFC BANK LIMITED
Branch Name	Duliajan
Bank Account No.	21182320000016
Type of Account	Current Account
IFSC Code	HDFC0002118
MICR Code	786240302
SWIFT Code	HDFCINBBCAL

Bidders are to submit the copy of SFMS Message as sent by the issuing Bank Branch along with the original Bank Guarantee.

PROFORMA – III-A

:

ii) Copy of Completion Certificate Submitted/ Not Submitted

Bidder must ensure that all details filled at Sr. No. 3 above are covered in work order / completion certificate. In case certain details are not covered, bidder may submit additional authenticated document/certificate of the same.

4. Annual turnover for the last three financial years:

i) Year 1 :

ii) Year 2 :

iii) Year 3 :

5. Submission of Documentary Proof:

Audited Balance Sheet including Profit Loss Accounts Statement for the last three years of the Bidder YES / NO

NOTE:

Bidder shall furnish the experience details as above only of those projects which they consider suitable for meeting the Qualification Criteria. OIL reserves the right not to evaluate any other project details. Details of more projects may be furnished in the same format, if desired.

(i) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted along with their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

(ii) Bidder to note that non-submission of relevant supporting documents may lead to rejection of their bid. It shall be ensured that all relevant supporting documents are submitted along with their bid in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

SIGNATURE OF THE BIDDER :

NAME OF THE BIDDER :

COMPANY SEAL :

ANNUAL TURNOVER STATEMENT

The bidder shall indicate herein his Annual Turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (RS.)
Year 1	
Year 2	
Year 3	

NOTE:

1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.
2. A brief note should be appended describing thereby details of turnover as per audited results.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

FORMAT FOR CHARTERED ACCOUNTANT /
STATUTORY AUDITOR CERTIFICATE FOR FINANCIAL
CAPABILITY OF THE BIDDER

We have verified the Annual Accounts and other relevant records of
M/s.....(Name of the bidder) and certify the following:

A. ANNUAL TURNOVER OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR :

Description	Year.....
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital	
4. Net Worth	
5. RETURN ON EQUITY	

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant
Name:

Date:

Designation:

Seal:

Membership no.

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.

2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.

This certificate is to be submitted on the letter head of Chartered Accountant.

INTEGRITY PACT

Between

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

And

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

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

Section: 1 -Commitments of the Principal

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

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

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

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

Section: 2 -Commitments of the Bidder/Contractor

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

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

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.
5. Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract **or as mentioned in Section 9- Pact Duration whichever is later**. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings

Section 4 -Compensation for Damages

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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

Section 5 -Previous transgression

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

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

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

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

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

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

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

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

Section: 8 -External Independent Monitor/Monitors

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

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

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

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

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

6. The Monitor will submit a written report to the Chairperson of the Board of

the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

Section:9 -Pact Duration

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

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

Section:10 -Other provisions

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

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

3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.

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

.....
For the Principal

.....
For the Bidder/Contractor

Witness 1:

Witness 2:

Place.
Date .

**FORMAT OF UNDERTAKING BY BIDDERS TOWARDS SUBMISSION OF
AUTHENTIC INFORMATION/DOCUMENTS**

(To be typed on the letter head of the bidder)

Ref. No. _____ Date _____

Sub: Undertaking of authenticity of information/documents submitted

Ref: Your tender No. _____ Dated _____

To,
GM(Projects- C&P)
Projects Department, OIL, Duliajan

Sir,
With reference to our quotation against your above-referred tender, we hereby undertake that no fraudulent information/documents have been submitted by us. We take full responsibility for the submission of authentic information/documents against the above cited bid. We also agree that, during any stage of the tender/contract agreement, in case any of the information/documents submitted by us are found to be false/forged/fraudulent, OIL has right to reject our bid at any stage including forfeiture of our EMD and/or PBG and/or cancel the award of contract and/or carry out any other penal action on us, as deemed fit.

Yours faithfully,
For (type name of the firm here)
Signature of Authorised Signatory
Name and Designation:
Place :
Date :
(Affix Seal of the Organization here, if applicable)

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

Date: _____

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.

UNDERTAKING BY BIDDER

We _____(Name & Address of Firm)_____ hereby undertake that _____ in _____ the _____ event _____ the _____ job _____ of ~~XX~~ 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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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

CHECKLIST FOR SUBMISSION OF BID

Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist **with each copy of the “Techno-Commercial bid”**.

Please tick the box and ensure compliance:

(1.0) Pro-Forma of Acknowledgement Letter & Intention to Bid

Submitted

☐

(2.0) Pro-Forma of Declaration of blacklisting / holiday listing

Submitted

☐

(3.0) Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value

Submitted

☐

Not Applicable

☐

(4.0) Submission of documents to establish conformity with Bidder's Qualification Criteria as per Instruction to bidder (ITB)

Submitted

☐

Not Applicable

☐

(5.0) Partnership Deed in case of partnership firm and Article of Association (AOA) / Memorandum of Association (MOA) in case of limited company

Submitted

☐

Not Applicable

☐

(6.0) Present/ Concurrent Commitments as per ITB

Submitted

☐

(7.0) Schedule of Deviations to General & Commercial conditions as per ITB

Submitted

☐

(8.0) Schedule of Deviations to technical specifications as per ITB

☐

Submitted

(9.0) Overall schedule for completion of work in the form of Bar Chart

Submitted

☐

(10.0) Commercial Details/ Documents specified in part – I: Commercial

Submitted

☐

Not Applicable

☐

(11.0) Technical Details/ Documents specified in part – II: Technical

Submitted

☐

Not Applicable

☐

(12.0) Blank copy (without price) of schedule of Price indicating “Quoted”
duly signed and stamped on each page

Submitted

☐

(13.0) Copy of GST registration certificate

Submitted

☐

(14.0) PAN Details EPF, ESI, Schedule Bar chart, income tax clearance
certificate, solvency certificate

Submitted

☐

(15.0) MSME registration certificate

Submitted

☐

Not Applicable

☐

(16.0) Financial balance sheet, profit and loss account, Assets / Liability
sheet as per ITB

Submitted

☐

Not Applicable

☐

(17.0) Complete tender document duly signed and stamped by the
Bidder in token of having received and read all the parts of the Bidding
documents and having accepted and considered the same in preparing
and submitting the Bid and submission of an undertaking that no
pages have been altered / changed with respect to the tender
documents and all subsequent amendments.

Submitted

☐

(18.0) Earnest Money Deposit (EMD) as per ITB section

Submitted

☐

Not Applicable

☐

(19.0) Integrity pact duly signed and stamped

Submitted

☐

(20.0) Quality manual, sample audit report as per QMS section and safety assurance plan

Submitted

☐

(21.0) Information about Tenderer and details of similar work done

Submitted

☐

(22.0) Certificate of approval for compliance to ISO: 9001 standard submitted by contractor

Submitted

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(23.0) Confirm that the self attested CV (meeting the requirements of tender) of Project Manager, members of Design team and members of Execution team are enclosed with Technical Bid. (The CVs should also be counter-signed by the Authorised signatory of the bidder)

Submitted

☐

CONFIRM THE FOLLOWING:

(1.0) All pages of the bid have been page numbered in sequential manner.

☐

YES

(2.0) Bidding Document marked "ORIGINAL" along with Original offer, Compliance Letter for Addendum/ Amendment, if any, has been submitted duly signed and stamped on each page.

☐

YES

CONFIRM & ENSURE COMPLIANCE:

DESCRIPTION	YES / NO
Cover Envelope containing submission of Physical documents	
<ul style="list-style-type: none"> a. Original Bid Security b. Printed catalogue and Literature, if any c. Power of Attorney for signing the bid. d. Any other document required to be submitted in original as per tender. 	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____

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 self attested CV (meeting the requirements of tender) of Project Manager, members of Design team and members of Execution team are enclosed with Technical Bid. (The CVs should also be counter-signed by the Authorised signatory of the bidder)			
9	Confirm that the duly filled in Form 3 is enclosed with Technical Bid.			

SEAL AND SIGNATURE OF THE BIDDER