



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

Tender SI No:

Issued By : _____
(Signature)

Name : _____

(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati
Assam

Designation: _____

To,

TENDER NOTICE NO. : GCO 9261 L19 DATED : 21-09-2018

OIL INDIA LIMITED invites SEALED TENDERS from experienced and approved Contractors/ Firms on the basis of **Limited Tender** for the under mentioned work:

Description of Work / Service.	Location	Contract Period	i) Bid Closing Date (BCD) / Opening date. ii) Earnest money deposit (EMD).
Hire the services for Architectural and Engineering consultancy services for planning, designing Office cum Conference Hall at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc. under Civil Section, PHQ, Guwahati, on Limited Tender basis.	Civil Section, PHQ, Guwahati	24months	i) To be submitted at Place : <u>GUWAHATI</u> <u>BCD/Opening date :</u> <u>BCD at : 22-01-2019 13:30Hr</u> <u>AT Guwahati</u> <u>Bid opening:</u> <u>22-01-2019 at</u> <u>14:00 Hrs at Guwahati</u> ii) EMD : NIL iii) Tender Fee: NIL (Limited Tender)

a) ~~Earnest money deposited /Not deposited vide Online Transaction/Bank Guarantee / D. Draft/B.Cheque/Money Receipt No. _____ dated _____ of _____ (strike out which is not applicable).~~

b) Performance Security Deposit will be Non-interest bearing 2.5% of the total contract price.

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c) Conditional/Non Conditional offer as per letter attached.

Bidders interested to provide the services and interested to participate in the above tender are requested to obtain the bid document available in the office of **Dy. General Manager (Contracts), PHQ, Guwahati** against payment of ~~Rs.500/- (Rupees Five Hundred only) only by Demand Draft/Banker's Cheque/Pay in slip, favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Nationalised Bank from _____ (from 08.00 A.M. to 10.00 A.M.) during working days (excluding Sundays/Holidays). NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.~~

This bid document is not transferable and Bids will be on sale w.e.f **20-12-2018 TO 22-01-2019** (during office hours 08 AM to 10 AM). Bidders to submit the hard copy of the bid purchased. In the event any bidder submits the bid by down loading the same from the OIL website, then the bid must accompany the cost of Bid document by way of a Demand Draft favouring OIL INDIA LIMITED, Payable at Guwahati. **Otherwise the bid will be outright rejected.**

The company reserves the right to refuse issuance of bid document without assigning any reason thereof.

2.0 SEALED ENVELOPES Containing the Tender shall be marked with the above Tender Number and description of work and addressed to the:

DY. GENERAL MANAGER (CONTRACTS),
OIL INDIA LIMITED (A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati 781 171

~~All tenderers shall deposit the requisite EARNEST MONEY along with the Tender in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and payable at Guwahati. This Earnest Money shall be refunded to all unsuccessful tenderers, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6 below. **Tenders received without Earnest Money in the manner specified above will be summarily rejected.** The bid is to be submitted in original.~~

3.0 Tenders will be received upto **01:30 PM (IST)** on the date as mentioned above and opened on the same day at **02:00 PM (IST)** at **DY. GENERAL MANAGER (CONTRACTS), PHQ's** office before any attending tenderers. Tender box is placed at the office of **Chief Manager (Contracts)**. However, if the above mentioned closing / opening day of the tender happens to be non-working day due to Bundh / Strike or any other reason, the tenders will be received and opened on the following working day at the same time except on Saturdays.

4.0 The rates shall be quoted per unit as specified in the Schedule of Work (Part II) and shall be in words as well as in figures. No overwriting shall be allowed, but all corrections may be inserted in the blank space above the corrected word / figure and must be initialled. However, white fluid shall not be used for making correction. Any bid not meeting this requirement will be rejected. In case of discrepancy the unit rate quoted in words shall be considerate to be correct.

5.0 The Company reserves the right to reject any or all the tenders or accept any tender in full or in part, without assigning any reason.

6.0 (a) No Tenderer must withdraw the tender after its public opening. Any such withdrawal will make the tenderer liable of forfeit his/her/their Earnest Money in full and debarred

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from further tendering at the sole discretion of the company and the period of debarment will not be less than 6(six) months.

- (b) Once a withdrawal letter is received from any bidder, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.

- 7.0 The tender must be valid for **90 (Ninety)** days from the date of opening of the tender.
- 8.0 Conditional tenders are liable to be rejected at the discretion of the Company.
- 9.0 Tenders can be dropped at the box placed at the office of Contract Department or can be sent by registered post addressed to

DY. GENERAL MANAGER (CONTRACTS), PHQ
OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati, Assam

so as to reach his office before scheduled closing date and time. Company will not be responsible for any postal delay or non-receipt of the same.

- 10.0 The work may be split up amongst more than one contractor at the sole discretion of the Company.
- 11.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender documents have been purchased/issued along with one or more of the following documentary evidences(which are applicable to the bidder) in support of the same.
01. In case of Sole Proprietorship Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of GST ~~and Central Excise~~ Registration Certificate.
02. In case of HUF-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of GST ~~and Central Excise~~ Registration Certificate.
03. In case of Partnership Firm-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of GST ~~and Central Excise~~ Registration Certificate.
04. In case of Co-Operative Societies-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of GST ~~and Central Excise~~ Registration Certificate.

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05. In case of Societies registered under the Societies Registration Act -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies GST ~~and Central Excise~~ Registration Certificate.
06. In case of Joint Stock Companies registered under the Indian Companies Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of GST ~~and Central Excise~~ Registration Certificate.
07. In case of Trusts registered under the Indian Trust Act - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies GST ~~and Central Excise~~ Registration Certificate.
- 12.0 The selected tenderer will be required to enter into a formal contract, which will be based on their tender i.e O.I.L's Standard Form of Contract.
- 13.0 **PERFORMANCE SECURITY:**
- 13.1 Successful bidder shall be required to furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** of the estimated total contract value as Performance Security Deposit within 30 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be cancelled and Security deposit forfeited. The Performance Security Deposit may be in the form of Demand Draft / Banker's Cheque/ Bank Guarantee issued by a Nationalized Bank. A copy of the Bank Guarantee format is enclosed as **Annexure –B.**
- 13.2 The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.
- 13.3 The performance security in the form of Bank Guarantee as specified above must be valid for **90 (Ninety)** days after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.
- 13.4 Failure of the successful Bidder to comply with the requirements of **clause 13.1 and /or 13.3** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.
- 14.0 The amount of retention money shall be released after expiry of Contractor's performance obligation under this contract. **(NOT APPLICABLE FOR THIS TENDER)**
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15.0 The work shall have to be started within 0 Day from the date of issue of work order.

16.0 Time will be regarded as the essence of the Contract and the failure on the part of the Contractor to complete the work within the stipulated time shall entitle the Company to recover liquidate damages and / or penalty from the Contractor as per terms of the tender /contract.

17.0 The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.

18.0 **DISCOUNTS / REBATES:**

1.1 Unconditional Discounts/ Rebates if any given in the bid or along with bid will be considered for evaluation.

1.2 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 discount/rebate, the contract shall be awarded after taking into consideration such discount / rebate. These provisions shall be incorporated suitably in the Bid Document.

19.0 **BACKING OUT BY BIDDER:**

In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

20.0 **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 Bid Security shall be forfeited and the bidder shall be debarred for 2(two) years from the date of default.

21.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/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. In case of major and serious fraud, period of debarment may be enhanced.

22.0 **RESPONSIVENESS OF THE BIDS:**

The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following requirement under **Bid Rejection criteria (BRC)/ Bid Evaluation Criteria (BEC)** will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected.

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

The bid shall conform generally to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to

the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All the documents related to BEC/BRC shall be submitted along with the Techno-Commercial Bid.

1.0 Financial capability: Bidders must have:

- (A) Annual financial turnover as per Audited Annual Reports in **any of preceding three financial years** preceding scheduled bid opening date should be at least **Rs. 1,35,000.00**

FOR CONSORTIUM :

At least one member of the consortium to meet the above criteria of 50% turnover. The other members of consortium should meet minimum 25% turnover requirement.

- (B) Net Worth should be positive for preceding financial year.

For Proof of **Annual Turnover** and **Net Worth** any of the following documents /photocopy must be furnished

- A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.
- Audited Balance Sheet and Profit & Loss account.

2.0 Experience: Bidders must have:

- 2.1. Experience of having successfully completed similar works in previous **7(seven)** years to be reckoned from the original bid closing date in which applications are invited should be the following :

- (i) Experience of at least one similar work of **Rs. 2,25,000.00**

Similar Works Means :

Having experience in Architectural and Engineering consultancy services for planning, designing.

A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

3.0 Deviation to the following provision of the tender document shall make the bid liable for rejection:

- i. Firm price

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- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

4.0 **COMMERCIAL:**

1. Bidder shall submit the offer under "Single Stage" Single Bid System". Technical bid" and the "Price Bid".
2. Bidder shall furnish Bid Security along with Bid. Bid security shall be furnished as a part of 'Technical Bid'. **Any bid not accompanied by a proper bid security will be rejected.** Bidder shall submit original document to the address as specified with BCD before Bid opening date and time, otherwise Bid will be rejected.
3. Bidder shall furnish Bid Security as referred in Relevant Section of the Bid document so as to reach the Company (i.e. OIL) before due date of closing. **Any bid for which bid security is not received before due Date of Bid Closing will be rejected.**
4. Validity of the bid shall be minimum **90 days**. Bids with lesser validity will be rejected.
5. Any bid received in the form of Telex/Cable/Fax/E-mail/ Telephone call will not be accepted.
6. **Bidders must quote clearly and strictly in accordance with the price schedule outlined in relevant section of Bidding Documents; otherwise the bid will be rejected.**
7. **Any bid containing false statement will be rejected.**
8. **The Bid Documents are not transferable. Bids made by parties who have not purchased the Bid Documents from the Company will be rejected.**
9. **Any Bid received by the Company after the deadline for submission of bids prescribed by the Company will be rejected.**

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- 10. **Price quoted by the successful Bidder must be firm during the performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price will be treated as non-responsive and rejected.**
- 11. Bids shall be typed or written in indelible ink and shall be signed by the bidder or his authorized representative.
- 12. Any physical documents wherever called for, submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.
- 13. Bidder shall fulfill all the relevant clauses applicable for this Tender.

5.0 **Evaluation of Bids:**

The Bids will be evaluated as per the Bid Evaluation Criteria (BEC) as stated herein under:

BID EVALUATION CRITERIA (BEC)

- 1 Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation.
- 2 **To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of SOQ.**
- 3 **In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company’s decision in this regard is final and binding to all bidders.**
- 4 Any discount/rebates offered 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 discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.
- 5 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter 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. Only one representative against each bid will be allowed to attend.
- 6 Bid for which an acceptable notice of withdrawal has been received 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 properly signed and whether the bids are generally in order.

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- 7 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.
- 8 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 9 **To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.**
- 10 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bidding Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without deviations or reservation. A deviation or reservation is one which affects in any way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 11 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.
- 12 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.

6.0 **OPENING OF COMMERCIAL/ PRICE BIDS:**

- 1 *Company will open the Commercial/Price Bids of all the Bidders on a specific date in presence of interested bidders.*
- 2 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.
- 3 *Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.*

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- 4 All entries in the offer must be made in English. Rates quoted must be firm and shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail. No overwriting shall be allowed and all corrections must be initiated.
- 5 Bidders are requested quote their rates in the Price Format enclosed as per SOQ. Rates quoted shall be both in figures and words. In case of any discrepancy the rates quoted in words will prevail.
- 6 In case, any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

7.0 EXEMPTION OF TENDER FEE AND EMD:

- (i) Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- (ii) Public Sector Undertakings (PSU) ,**Central Govt. Departments** are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.
- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
- (v) **Public Sector Undertakings (PSU) , Central Govt. Departments** , Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

**DY. GENERAL MANAGER (CONTRACTS)
FOR GROUP GENERAL MANAGER (PLS)**

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati, Assam
WORKS CONTRACT

GCO 9261 L19

DESCRIPTION OF WORK/SERVICE:

Hire the services for Architectural and Engineering consultancy services for planning, designing Office cum Conference Hall at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc. under Civil Section, PHQ, Guwahati, on Limited Tender basis.

GENERAL CONDITIONS OF CONTRACT (GCC):

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

WITNESSETH :

1.
 - a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at **PHQ, Guwahati.**
 - b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.
 - c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.
2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not are

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necessary for its completion in a specifically mentioned in this contract sound and workman like manner.

3. The Company's Engineer shall have power to:
 - a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not upto the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.
 - b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.
 - c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.
 - d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed. The rates to be applied for such Deviation Order shall be the same for those appearing in Company's Schedule of Rate in force on the date of issue of such Deviation Order, to which the contractor has no objection.
4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.
5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract upto the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.
6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:-
 - i) The Factory Act & Rules
 - ii) The Minimum Wages Act, 1948.
 - iii) The Workman's Compensation Act, 1923.

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- iv) The Payment of wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) GST Act

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

- 7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.
- 8. The Contractor must complete the work within **24 (Twenty Four) Months** of the written order to commence the work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost. The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

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

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

- 9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities, demonstration, riots , or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's works or and its neighbourhood.
- 10. The tendered all-inclusive Price **exclusive of GST** (i.e. the Contract price) is Rs. _____ (Rupees _____ only.) but the

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Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract. On account payment may be made, not oftener than monthly, upto the amount of **92.5%** of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

- 11. The contractor employing 20 (twenty) or more workmen on any day preceding 12 months shall be required to obtain requisite licence at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.
- 12. Wages shall be paid by the Contractor to the workmen directly without any intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise be deducted/ recovered by the Jamadar from the wages of the workmen.
- 13. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours notice in writing to the Contractor and in the event of Company's so doing the **clause 5** here of shall prevail and the accounts between the parties will be in accordance therewith finalised.
- 14. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.
- 15. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation Factory Act. The Company's representative shall not allow/accept those men who are not provided with the same.
- 16. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities.
- 17. The Contractor shall deploy local persons in all works.
- 18. The Contractor shall not engage minor labour below 18(eighteen) years of age under any circumstances.
- 19. The Contractor and his/her workmen shall strictly observe the rules and regulations as per **Factories Act** (Latest editions).

20. SPECIAL CONDITIONS:

- a) Contractor shall be required to furnish an amount equivalent to **7.5% (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** of the estimated total contract value as Performance Security Deposit. The Performance Security Deposit may be in the form of Demand Draft / Banker's Cheque/ Bank Guarantee issued by a Nationalized Bank.
- b) The performance security in the form of Bank Guarantee as specified above must be valid for **3 (Three)** months after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.

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- c) The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.
- d) The Performance Security will not accrue any interest.
- e) The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil its obligations under the Contract.

A Bank Guarantee in the prescribed format vides **Proforma-D** or in another form acceptable to the Company issued by any of the following Banks.:

i) 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 bidder **OR**

ii) 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.

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

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

- a.) (i) ***"MT760/ MT760 COV for issuance of bank guarantee"***
(ii) ***"MT767/ MT767 COV for issuance of bank guarantee"***

The above message/ intimation shall be sent through SFMS by the BG issuing bank branch to Axis Bank, Guwahati Branch, IFS Code- UTIB0000140, Branch Address – Axis Bank Ltd, Guwahati Branch, chibber House , G S Road, dispur, Assam , PIN- 781005."

b) The vendor shall submit to OIL the copy of SFMS message as sent by the issuing bank branch along with the original bank guarantee

- f) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.
- g) Contractor(s) whosoever is liable to be covered under the P.F. Act and contract cost is inclusive of P.F., must ensure strict compliance of provisions of Provident Fund and Miscellaneous Provisions Act, 1952 in addition to the various Acts mentioned elsewhere in this contract. Any contractor found violating these provisions will render themselves disqualified from any future tendering. As per terms of the contract, if applicable, the Contractor must deposit Provident Fund Contribution (covering Employee's & Employer's share) with the competent authority monthly under their direct code. The Contractor shall be required to submit documentary evidence of deposit of P.F. Contribution to the Company. In case of failure to provide such documentary evidence, the Company reserves the right to withhold the amount equivalent to 12% P.F. Contribution on wage component.

21. ARBITRATION:

Any dispute under this contract will be settled through Arbitration as per Indian Arbitration and Conciliation Act, 1996.

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Place of Arbitration: GUWAHTI, PHQ.

22. **FORCE MAJUERE:**

22.1 In the event of either party being rendered unable by `Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such `Force Majeure' will stand suspended as provided herein. The word `Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

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

22.3 Should `force majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the `force majeure' rate shall apply for a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such `force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

23. **I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

Contractor will be required to submit the verification report to ascertain character and antecedents from the Civil Administration towards the persons engaged under this contract to the Head of the user Department before engagement.

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

25. **SET OFF CLAUSE:-**

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

26.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

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27.0 LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

27.1 In normal case of works /service contracts, liquidated damages will be applicable @ **0.5%** of the contract value per week or part thereof, for delay in contract mobilization /completion date subject to a maximum ceiling of **7.5%** of contract value .

28.0 PAYMENT TERMS:

28.1 The company shall make payment, subject to adjustment/deduction of TDS as necessary for the service, rendered as and when required, on the basis of rates finalized by OIL and as mentioned in SOQ of this service agreement, provided bills which are to be submitted by the service provider are received not later that end day of subsequent calendar month.

29.0 TERMINATION:

29.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION):

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

29.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE:

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in clause 22.0 above.

29.3 TERMINATION ON ACCOUNT OF INSOLVENCY:

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

29.4 TERMINATION FOR UNSATISFACTORY PERFORMANCE:

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

29.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

In case the Contractor’s rights and / or obligations under the Contract and/or the Contractor’s rights, title and interest to the equipment/material, are transferred or assigned without the Company’s consent, the Company may at its absolute discretion, terminate the Contract.

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

29.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination.

29.8 **CONSEQUENCES OF TERMINATION:**

In all cases of termination herein set forth, the obligation of the Company to pay for Services as per the Contract shall be limited to the period upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

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

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

30.0 **PENALTY:**

The contractor shall commence to supply of regular and continuous service at all places as per this agreement on due date specified in the work order. Failure to commence the services will attract penalty and decision of the company in this regard will be final and binding.

30.0 **AMENDMENTS:**

Amendments to any terms and conditions of this agreement, if any, can be carried out only through an “Amendment to Agreement” duly signed by authorized representative of the company and contractor.

31.0 **GOODS AND SERVICES TAX**

31.1 **GENERAL REMARKS ON TAXES & DUTIES:**

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

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- 31.2 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever GST (CGST & SGST/UTGST or IGST) is applicable.**
- 31.3 “GST” shall mean Goods and Services Tax charged on the supply of material(s) and services. The term “GST” shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as “IGST”) or Central Goods and Services Tax (hereinafter referred to as “CGST”) or State Goods and Services Tax (hereinafter referred to as “SGST”) or Union Territory Goods and Services Tax (hereinafter referred to as “UTGST”) depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.**
- 31.4 Quoted price/rate(s) should be inclusive of all taxes and duties, except GST(i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and cess on GST if applicable) on the final service.** However, GST rate (including cess) to be provided in the respective places in the Price Bid. Please note that the responsibility of payment of GST (CGST & SGST or IGST or UTGST) lies with the Supplier of Goods /Services (Service Provider) only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill, as the case may be as per rules/ regulation of **GST**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Supplier of Goods / Services (Service Provider) with requisite details.
- 31.4.1 Bidder should also mention the Harmonised System of Nomenclature (HSN) and Service Accounting Codes (SAC) at the designated place in SOR.**
- 31.5 Where the OIL is entitled to avail the input tax credit of GST:**
- 31.5.1 OIL will reimburse the GST to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST to enable OIL to claim input tax credit of GST paid. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.**
- 31.5.2 The input tax credit of GST quoted shall be considered for evaluation of bids, as per evaluation criteria of tender document.**
- 31.6 Where the OIL is not entitled to avail/take the full input tax credit of GST:**
- 31.6.1 OIL will reimburse GST to the Supplier of Goods / Services (Service Provider) at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of GST as quoted by the bidder. In case of any variation in the executed quantities (If directed and/or certified by the In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.**
- 31.6.2 The bids will be evaluated based on total price including GST.**
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- 31.7 Payments to Service Provider for claiming **GST** amount will be made provided the above formalities are fulfilled. Further, OIL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST** collected from OIL.
 - 31.8 **Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by OIL.** In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the **GST Act read with GST Invoicing Rules** thereunder, OIL shall not be liable to make any payment on account of **GST** against such invoice.
 - 31.9 **GST** shall be paid against receipt of tax invoice and proof of payment of **GST** to government. In case of non-receipt of tax invoice or non-payment of **GST** by the contractor/vendor, OIL shall withhold the payment of **GST**.
 - 31.10 **GST payable under reverse charge mechanism for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by OIL.**
 - 31.11 Where OIL has the obligation to discharge **GST** liability under reverse charge mechanism and OIL has paid or is /liable to pay **GST** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to OIL or ITC with respect to such payments is not available to OIL for any reason which is not attributable to OIL, then OIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by OIL to Contractor / Supplier.
 - 31.12 Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the **GST** charged by the Contractor / Vendor is denied by the tax authorities to OIL for reasons attributable to Contractor / Vendor, OIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of **GST**, OIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on OIL.
 - 31.13 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.
 - 31.14 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions available under tax laws. Any error of interpretation of applicability of taxes/ duties by the contractor shall be to contractor's account.
 - 31.15 **It is the responsibility of the bidder to quote the correct GST rate. The classification of goods/services as per GST (Goods & Service Tax) Act should be correctly done by the contractor to ensure that input tax credit on GST (Goods & Service Tax) is not lost to the OIL on account of any error on the part of the contractor.**
 - 31.16 In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the
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difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference and in case the rate of duty/ taxes finally assessed is on the lower side.

- 31.17 Notwithstanding anything mentioned elsewhere in the Bidding Document the aggregate liability of OIL towards Payment of GST shall be limited to the volume of GST declared by the bidder in its bid & nothing shall be payable extra except for the statutory variation in GST.
- 31.18 Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd
- 31.19 GST liability, if any on account of supply of free samples against any tender shall be to bidder’s account.
- 31.20 In case of statutory variation in **GST**, other than due to change in turnover, payable on the contract value during contract period, the Supplier of Goods / Services (Service Provider) shall submit a copy of the 'Government Notification' to substantiate the rate as applicable on the Bid due date and on the date of revision.

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

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

Claim for payment of **GST/** Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) **GST**, otherwise claim in respect of above shall not be entertained for payment of arrears. **The base date for the purpose of applying statutory variation shall be the Bid Opening Date.**

- 31.21 The contractor will be liable to ensure to have registered with the respective tax authorities, wherever applicable and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.
- 31.22 **In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention “Cover under composition system” in column for GST (CGST & SGST/UTGST or IGST) of price schedule.**
- 31.23 **OIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where OIL is**

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entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

31.24 Procurement of Specific Goods: Earlier, there is no tax incidence in case of import of specified goods (i.e. the goods covered under List-34 of Customs Notification no. 12/2012-Cus dated. 17.03.2012 as amended). Customs duty is not payable as per the policy. However, under GST regime, IGST Plus GST compensation cess (if applicable) would be leviable on such imports. Bidders should quote GST as inclusive considering IGST component for the imported Materials portion while quoting their prices on destination basis. However, GST rate to be specified in the price bid format.

31.25 Documentation requirement for GST

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

Any invoice issued shall contain the following particulars :

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

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

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

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

31.26 Anti-profiteering clause

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Supplier of Goods / Services may note the above and quote their prices accordingly.

31.26.1 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by OIL. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then OIL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OIL.

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

SIGNED & DELIVERED FOR AND ON BEHALF OF CONTRACTOR

(Signature of Contractor or his legal Attorney)

_____ by
the hand of _____ its
Partner/Legal Attorney

(Full Name of Signatory)

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date: _____

(Full Name of Signatory)

SIGNED & DELIVERED FOR & ON BEHALF OF OIL INDIA LIMITED

Date : _____

Address:

(Signature of Acceptor)

Designation _____

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SOQ

OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati, Assam
WORKS CONTRACT

Tender No. GCO 9261 L19SOQ - Schedule of Work, Unit, Quantities, Rates and Prices.

Service Line No	Description of Work	Quantity (A)	Unit in Words	Rate per Unit (Rs.)(In Figures & Words) (B)	Amount (Rs.) (AXB)	SAC CODE	SPECIFY PERCENTAGE OF GST (%)	TOTAL(C) (AXB)+GST % ON (AXB) (Rs.)
10	<u>The Fees for rendering Architectural & E:</u> The Fees for rendering Architectural & Engineering consultancy Services for setting up of the proposed office Cum Conference Hall at OIL PIPILINE HEAD QUARTERS (PHQ)Township at Narengi, Guwahati in Assam as per scope of work, terms & conditions of the Tender documents including necessary Soil Testing & periodic supervision etc.but excluding GST.	1.00	% (Percentage)					
				TOTAL RS.				

Total: Rupees _____ (In Words)

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Notes:

- 1.0 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.**
- 2.0 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)
- 3.0 **Price Bid submitted 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.
- 4.0 . **Refer to CLAUSE NO. 31 of GCC (General Conditions of Contract) for detail of GST**
- 5.0 The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab.
- 6.0 Bidders are also requested to refer the Taxes and Duties clause during GST regime attached vide **Annexure-I** for compliance

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Tender No. GCO 9261 L19TAXES AND DUTIES CLAUSE - FOR VENDOR/SUPPLIER/CONTRACTOR
(For Supplies/ Services during GST Regime i.e., New Tender)INDIRECT TAXES/ GST

1. For the purposes of levy and imposition of GST, the expressions shall have the following meanings:
 - (a) GST - means any tax imposed on the supply of goods and/or services under GST Law.
 - (b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.
 - (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
2. **The rates quoted by the bidders shall be inclusive of all taxes, duties and levies.** However, bidders are required to provide separately the rate and amount of all types of taxes, duties and levies. In case, the quoted information related to various taxes, duties & levies subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side and OIL will have to right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract/agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of the bidders to make all possible efforts to make their accounting / IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.
3. **Offers without giving any of the details of the taxes (Including rates and amounts) as specified above will be considered as inclusive of all taxes including GST.** When a bidder mentions taxes as extra without specifying the rates & amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order/ Contracts will be binding on the bidder.
4. **Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.**
5. Oil India Ltd. shall declare the value of free issue of materials and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by OIL and used by

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bidders and the consideration for which is recovered by OIL in the form of reduction in the invoice raised by bidders then OIL will raise GST invoices on such transactions and the same will be reimbursed by bidders.

6. When Input tax credit is available for Set Off as per the end use certification given by User Department at the time of raising Purchase Requisition (P.R.)

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

When Input tax credit is NOT available for Set Off

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

7. In a situation where Purchase Orders (POs)/ Contracts have been placed prior to GST Regime and supplies are effected during GST Regime, it is made clear that any statutory variation (increase/decrease) due to introduction of GST, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence. However, any increase in statutory levy after the expiry of the scheduled date of delivery shall be to the supplier's account.

8. Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the **Goods and Service Tax Network (GSTN)**, submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

9. In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the bidders.

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

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OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati,
Assam

WORKS CONTRACT

Tender No. GCO 9261 L19

Special Conditions of the Contract (SCC)

Project Background:

1.0 Oil India Ltd (OIL) proposes to setup an office for housing the **Office cum Conference hall at PHQ** at Guwahati on a plot of land within the OIL Pipeline HQ Township at Narangi in Guwahati at a cost of Rs 200 lakh

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

2.1 Scope of work:

The Scope of the work shall include Space planning based on space requirements and providing comprehensive campus planning, architectural and design services (including interior, landscape, external services, etc.), for the proposed building, arranging statutory approval from concerned authorities, preparation of tender documents and assisting OIL in tendering and supervision as & when required during the construction.

In particular, the scope of work shall also include following

1. Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
2. Design and site development.
3. Landform and grading.
4. Surface drainage design and water management.
5. Planting design
6. Roads, walkways, cycle paths and other minor access ways
7. Illumination design.
8. Graphic design and signage.
9. Co-ordination of external services.
10. Space planning based on space requirements for the proposed building
11. Planning and Structural design and interior of buildings,
12. Designing of boundary wall, , STP etc.
13. Sanitary, plumbing, drainage, water supply and sewerage design.
14. Electrical (Both internal and external), electronic, communication systems and design.
15. Heating, ventilation and air conditioning design (HVAC) and other mechanical systems.
16. Designing all facilities for Differently able persons

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17. Fire detection, Fire protection and Security systems design

Obtaining all necessary building approvals/ completion certificate etc. from local authorities (GMDA, GMC etc) and other statutory clearances/ approvals as required. **OIL will sign the required documents / application which shall be filled by Architect / consultant and to be submitted for obtaining the building plan approval from GMDA and other statutory approvals / nocs from other bodies / Council, which are necessary for this project from inception to completion & occupation. Statutory fee alone as per demand note / receipt challan of various Govt. Agencies shall be paid / reimbursed by OIL unless otherwise mentioned in the tender. OIL will extend necessary support/assistance to the consultant while lodging the above applications to the respective department, if necessary.**

18. Incorporating acoustics, in the building design.

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

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

2.1.3 Prepare and submit working drawings

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

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

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

2.1.7 Issue of as built drawings including services and structures.

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

3.0 Schedule of Services.

Preliminary Stage

A. Preliminary Concept Report: The Consultant shall

a) Ascertain OILs requirement and determine the detailed space requirement and carryout out necessary space planning for the proposed building.

b) After examining all the aspects including site constrains/ potentials the consultant shall prepare a site evaluation and analysis report with basic approach to circulation, activity, distribution and interaction and external linkage. pedestrian / vehicular movement and parking, services and their interconnectivity, Architectural controls/ guidelines, Landscape Architecture, Architectural Conservation Graphic Design and Signage and Site Development including external Engineering Services and related buildings / structures; Roads, pathways, boundary walls, gates, STP, water reservoir, etc.

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- c) Prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of buildings and services, giving details of useful areas, services areas, circulation area and total plinth area and preliminary estimate to provide information in respect of magnitude of work and its component and service and cost of all such items involved. The Architect firms/Consultant should submit the design and modify it if considered necessary by the OIL.
- d) Prepare plinth area rate estimate as per CPWD/APWD norms. The estimate shall also include the non-schedule items on prevailing market rate along with justification, specification.
- g) Obtain the approval of the OIL of above and supply 3 copies of approved site plan (Layout Plan).
- e) The consultant shall prepare and give presentations on the schemes as and when required by OIL and shall incorporate the changes desired by OIL without any extra cost.

B. Preliminary Planning:

- a) Preliminary planning of all buildings including interiors and internal and external utility services like water supply, sewerage, storm water drainage, electrical, street/compound lighting, site development, landscaping, , development plans showing roads, paths, parks, paved areas, drains, culverts, compound walls, external lighting, , interior design and graphic signage, security system, telecommunication system and Fire Detection and Fire Protection system etc. indicating scope, specifications and costs separately of such sub-head
- b) Prepare the DPR covering the following:
- i) Detailed Architectural, structural, & flowchart drawings.
- ii) **The Structural design details shall be got proof checked by Consultant, if so ordered by Local Municipal Corporation Authorities or by OIL, from any State/Central Govt. IITs/NITs/Institution, approved by OIL.** The consultant has the obligation to make as many required modification in the design incorporating the observation of above authority and re-submit the design and drawing. **Fees of proof checking by institution/agency shall be reimbursed on actual basis by OIL**
- iii) Detailed specifications of each work.
- iv) Preliminary estimate: All estimates shall be prepared on the basis of central/ state PWD schedule of rates, norms wherever applicable and on the basis of market rate analysis where Central/state schedule of rates etc. are not applicable. These estimates should be comprehensive and should include for all items. Detailed analysis for the item not included in state schedule of rates/DSR etc. shall have to be submitted. The consultant shall supply six copies of the same with the preliminary drawings to OIL.
- c) Submit market rate analysis for Non Schedule Items supported with Quotations.
- d) Submit the proposal to local body complete as per requirement of local bodies including preparation of Model/Presentation of Model etc. if any.
- e) Obtain the approval of layout plan & drawing from the competent authority statutory body, if necessary, according to the local Acts, laws, Regulations etc. and make any changes desired by such authorities. The approved/modified layout plan and drawings are to be submitted to the OIL. **Any**

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statutory fee payable to local bodies for approval of the plans shall be borne by OIL and payment will be made against documentary evidence.

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

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

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

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

II Working Drawing Stage:

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

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

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

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

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

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

f) Detailed Electrical/Mechanical Drawings/Design Calculations for all the components of the schemes including getting approvals from the concerned authorities

g) Detailed Technical specifications for all the non-scheduled items proposed in the schemes.

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h) Any other drawings/information's/details required for completion and execution of work but not mentioned above.

III. Construction Stage:

a) Supply to the OIL eight copies of the detailed working drawings/ good for construction drawings, specifications, Visit the sites of work regularly as per requirement for to resolve the problems of site & issue necessary clarifications/details of the Project.

b) Supply to the OIL such further drawings, specifications or details which may be required for proper execution of work.

c) Obtaining approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme.

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

e) Carrying out all modifications /deletions /additions / alterations /in design/ drawing/documents as required by OIL for proper execution of works at site till completion and handing over of the project to the client.

f) Provide BOQ, Specifications, detailed analysis for any extra / substituted items and its justification.

g) Undertaking site visits or to attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site. The cost incurred shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account. After each site visit the Architect should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of OIL.

h) The consultant will be responsible any fault in design

i) It is the responsibility of the consultant to arrange visit of the structural engineer before major concreting work to check if steel and fabrication works are as per drawing.

j) Periodic reports such as weekly, monthly etc. shall be prepared and invariably submitted to the OIL regarding progress.

IV. Completion Stage:

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

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

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

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

V. Defect Liability Stage:

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

4.0 Additions, Alterations and Variation:

4.1 The OIL shall have the right to request in writing for additions alterations, modifications or deletions in the design and drawing of any part of the work and to request in writing for additional work in connection therewith and the consultants shall comply with such requests without any extra cost. Prior to the final approval of design/DPR payment for additional works if any after final approval of the design/DPR shall be made as per the provision of the contract

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

5.0 Taxes

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

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

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

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6.0 Number of Drawing Sets etc. and Copyright:

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

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

Note:

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

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

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

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

v). Consultant shall appoint and notify a team of two senior officials of his organization as nodal officers to represent the consultant in all the

Meetings/presentations with Local Municipal Corporation Authorities/State/Client / OIL /Central Govt. or any other agency.

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

vii). The originals of approved completion drawings shall be on good quality reproducible tracing paper and soft copy of all the drawings & design shall have to be given on compact disc (CD). The proprietary rights of all the design shall remain with OIL .

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7.0 This work will be named “**Architectural and Engineering consultancy services for planning, designing Office Cum Conference Hall in Pipeline Headquarters (PHQ) Township in Guwahati including obtaining permission for local authorities, soil testing, preparation of Bill of Quantity and periodic supervision during construction etc.**”

8.2 Payment:

8.2.1 The Consultancy Fee:

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

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

B. Estimated cost of the project put to tender.

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

- i. Cost of land
- ii Payment to statutory bodies/local authorities/State/Central Government.
- iii Any fee, deposit and payment towards services rendered by local Authorities/State/Central Govt.
- iv. Any agency charges.
- v. Contingencies charges
- vi. Escalation in tendered cost of work due to variations in the cost of labour, material, specifications etc.
- vii. Training equipment, furniture, computer, office equipment etc.
The fee shall include cost of planning, designing and periodical supervision during construction of the project, travel expenses towards periodical supervision, for attending meetings with OIL/ visits to local authorities, etc. by the Consultant and or by their technical persons. The fees should also include cost of providing local representative (Architect / engineer) for day to day liaising, cost of all drawings and cost of hiring any consultant etc. complete. No payment in any other form shall be admissible.

The above fee at is inclusive of fee payable by the consultant to any other consultant/ Associate(s) and nothing extra shall be payable by the for this

Purpose. The consultant shall be reimbursed the GST subject to submission of proof of payment of GST.

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8.2.2 Payment Milestones

Milestone achieved	Extent of payment
<p>Stage:1 Visit to site, study of all OIL requirement and existing data, office space planning and on submitting conceptual designs and rough estimate of cost and its approval by OIL</p>	<p>10% of the total fees payable as based on preliminary cost approved by OIL</p>
<p>Stage:2 On submitting the Detailed project report(DPR)and the required preliminary scheme along with the preliminary estimate of cost and its approval by OIL as per the scope of work.</p>	<p>20% of the total fees payable as based on preliminary cost approved by OIL or approved DPR cost whichever is lower, less the payment already made</p>
<p>Stage:3 On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory/ local authorities, if required, including obtaining necessary approval from the Local /statutory authorities.</p>	<p>30% of the total fees payable as based on preliminary cost approved by OIL or approved DPR cost whichever is lower, less the payment already made</p>
<p>Stage:4 Upon preparation of detailed working drawings, specifications and schedule of quantities sufficient to prepare estimate</p>	<p>45% of the total fees payable as based on preliminary/DPR cost approved by OIL or cost of the project put to tender whichever is lower less the payment already made</p>
<p>Stage:5(During Execution of Work) On submitting working drawings and other details required for commencement of work at site.</p> <p>a) On completion of 20% of the work</p> <p>b) On completion of 40% of the work</p>	<p>55% of the total fees payable based on actual work done less payment already made.</p> <p>a) 65% of the total fees payable less payment already made</p> <p>b) 75% of the total fees payable less payment already made</p>
<p>c) On completion of 60% of the work</p> <p>d) On completion of 80% of the work</p>	<p>c) 80% of the total fees payable</p> <p>d) less payment already made 85% of the total fees payable less payment already made</p>

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<p>e) On 100% Completion of the work</p>	<p>e) 90% of the total fees payable less payment already made</p>
<p>Stage:6 After successful commissioning of the project and obtaining appropriate GRIHA Rating and on submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings.</p>	<p>100% of the fees payable(based on the actual cost or estimated cost of the project put to tender whichever is lower) less payment already made at various stages and retainer</p>

Percentage Completion Milestones:

- b) ~~40% Completion: Completion up to plinth level~~
- c) ~~60% Completion: Completion of structural work up to first floor level~~
- d) ~~60% Completion: Completion of all Structural work up to roof slab level.~~
- d) **80% Completion:** Completion of all brick and plaster work, flooring , door frames, services, drainage system, Road system, water and sanitation system, HVAC services etc.
- e) **100%- Completion:** Completion of all interiors, painting, fitting doors and Windows, all fitting and fixtures including sanitary fitting, electrical/ electronic fittings , AC, etc. complete as per design scope and fit for occupation.

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9.0 Financial Bid

NAME OF WORK: -----

NAME OF ARCHITECT FIRM/CONSULTANT:

Sl. No.	Description	Consultancy fee to be quoted in percentage (In fig.)&(in words) of the project cost
1	Architectural and Engineering consultancy services for planning, designing Office Cum Conference Hall in Pipeline Headquarters (PHQ) Township in Guwahati including obtaining permission for local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc.”	

9.1 DETAILS OF GOODS AND SERVICES TAX

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

NOTE:

1. Amount of GST shall not be included by the Contractor in their quoted price. OIL will reimburse the GST to the CONTRACTOR against submission of invoices issued in accordance with GST Rules,
2. Bidder shall furnish this Form duly filled in all respects along with his price part. However, Bidder is required to furnish this **Form indicating only the Rate of Duty/ Tax (%)** as per Column (d) along with his unpriced part.

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

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

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

10.0 Time Schedule:

Commencement of Work

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

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

Sl No	Item of work	Time
	Visit to Site, site evaluation, Space planning for the office including collection of all other required data and soil testing	02(Two) weeks
	Architectural design, finalization & submission of Architectural drawings with preliminary estimate.	3(Three) weeks
	Submission of drawings for approval from statutory Bodies and obtaining necessary permissions from authorities concerned	3(Three) weeks
	Structural Design including necessary checking and approval	4(Four) weeks
	Submission of complete set of Civil, Electrical, Plumbing, internal and external services drawings and structural designs, working Drawings	4(four) week
	Preparation of bill of quantities along with details of calculation for all items of works and draft tender document for call of tenders	2(two) week

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

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

PART-I of the offer shall contain the following

- The Consultant shall submit the following –
 - 3 D view of the proposed building using suitable software
 - Five (05) set of Report on the design concept and its salient features including the engineering design with utilities, proposed to be adopted

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- Five (05) set of Drawings
 - Five (05) set of Realistic budgetary estimate of the proposed building, based on the CPWD norms plus budgetary quote for non-schedule items of work
 - Work programme chart
 - Office address of the party or Associate Architects & Engineering Design Consultants **at Guwahati** or plan for the proposed office setup **at Guwahati**, if work is allotted.
 - The bidder shall also provide the approximate cost of the building

Note :

All the above documents/CD and quoted rate to be put in a separate envelop and physically submitted before closing of the bid submission date and time

PART-II of the offer shall contain the following

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

12.0 Evaluation of Bid

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

A) Stage- I: Design Concept Presentation

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

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Each of the short listed firms participating in the entire bidding process including presentation etc. will be paid **Rs. 50,000/-** (Rupees Fifty thousand only) as part of compensation for the effort put in preparing the concept design and travel and other expenditure. The above sum is inclusive of all taxes excluding GST/ income tax deduction/ any other tax deductions at source applicable at the time of payment will be done. No other payment to meet travel or any other incidental expenses. This amount will be deducted from the final selected firm from their first bill. Which means the party to whom the contract is finally awarded shall not be eligible for the above compensation. No deduction shall however be made from the non-selected Architects.

B. Stage- II: Evaluation of Financial Bid

- a) After the technical bid evaluation is completed, the OIL shall notify in writing to those Architect firm/consultant who have qualified the technical bid. Architect firm/consultant attendance at the opening of financial bid is optional.
- b) Financial bid shall be opened in the presence of the Consultants' representatives who choose to attend. The Financial bid of the qualified Architect firm/consultant(s) shall be then opened.
- c) The financial bid of those bidders obtaining minimum 70% mark in the design concept competition and are placed at the top three (3) position in the above technical bid evaluation process (Design Concept competition) shall be opened for further evaluation.
- d) The marks obtained by the bidder in technical bid evaluation shall be given 80% weightage and the financial bid shall be assigned 20% weightage. The bidder who quotes the lowest percentage shall be awarded full marks. The other bidders shall be awarded marks on pro rata basis using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost
- e) **Highest points basis:** On the basis of the combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

Bid. Architect firm/consultant attendance at the opening of financial bid is optional.

- f) Financial bid shall be opened in the presence of the Consultants' representatives who choose to attend. The Financial bid of the qualified Architect firm/consultant(s) shall be then opened.

Evaluated Bid Score (B) will be calculated for each responsive Bid using following formula which permits comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = C_{low}/C \times T/T_{high}(1-X)$$

Where,

C=Evaluated Bid Price of the bidder

C_{low}= the lowest of all Evaluated Bid Prices among responsive Bids

T=the Total technical Score awarded to the Bidder.

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T_{high}=the technical Score achieved by the Bid that was scored best among all responsive Bids
X = weightage for the Price as specified in the BDS=20%

13.0 Time schedule for bidding

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

Para 11.0 part I to be put in a separate envelop and submitted before closing of the bid submission date and time.

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OIL INDIA LIMITED
(A Govt. of India Enterprise)
Udyan Vihar, Narengi, Guwahati,
Assam

WORKS CONTRACT

Schedule of company's Plants, Materials and Equipments (SCPME)

Tender No. GCO 9261 L19

NIL

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To

CHIEF MANAGER (CONTRACTS), PHQ
Oil India Limited
GUWAHTI, PHQ

SUB: SAFETY MEASURES

Tender No. GCO 9261 L19

Description of work/service:

Hire the services for Architectural and Engineering consultancy services for planning, designing Office cum Conference Hall at Pipeline Headquarters (PHQ) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc. under Civil Section, PHQ, Guwahati, on Limited Tender basis..

Sir,

We hereby confirm that we have fully understood the safety measures to be adopted during execution of the above contract and that the same have been explained to us by the concerned authorities. We also give the following assurances.

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorised persons who would be supervising the jobs on day to day basis from our end are the following
 - i) _____
 - ii) _____
 - iii) _____

The above personnel are fully familiar with the nature of jobs assigned and safety precautions required.

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under Factory Act and Rules and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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- e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.
- f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date_____

M/s_____

CONTRACTOR FOR & ON BEHALF OF

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ANNEXURE-A

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

To:
M/s. OIL INDIA LIMITED,
(DY. GENERAL MANAGER -CONTRACTS)
Oil India Ltd. Pipeline Headquarter
Narangi, Guwahati-781171

WHEREAS _____ (Name and address of Bidder) (hereinafter called "Bidder") desires to participate against your Tender No. _____ to execute _____ (Brief Description of the Work) (hereinafter called "the Tender").

AND WHEREAS it has been stipulated by you in the said Tender that the Bidder shall furnish you with a Bank Guarantee as security for compliance with bidder's obligations in accordance with the terms and conditions of the Tender.

AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Bidder, up to a total of (Amount of Guarantee in figures) _____ (in words _____), such amount being payable in the types and proportions of currencies as desired by you 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 Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Tender or the work to be performed there under or of any of the terms of the Tender which may be additionally made by you 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 _____ (calculated at 1 month after Bid Validity date).

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

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ANNEXURE-B

STANDARD FORMAT OF PERFORMANCE SECURITY (BANK GUARANTEE)

(TO BE FURNISHED BY THE CONTRACTOR IN CASE OF SUBMITTING PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE AFTER ISSUE OF LOA)

To,
OIL INDIA LIMITED
GUWAHATI, KAMRUP
ASSAM

ON NON – JUDICIAL STAMP PAPER OF ADEQUATE VALUE
AS PER STAMP DUTY ACT

This deed of guarantee made between (**Full address of the issuing Bank**) having the head office at (hereinafter called the “Bank”, which expression, unless repugnant to the context or contrary) to the ONE PART and Oil India Limited, a Company incorporated in India, having its Registered Office at Duliajan 786602, Assam (hereinafter called "OIL", which expression shall include its successors and assignees) of the OTHER PART.

Whereas OIL has placed a contract vide Contract No./**Agreement No.** (hereinafter referred to as the said “Agreement”) for (brief description of the nature of the contract) for the period from to with M/s.(**Contractor**) (Full address of the contractor) having its Regional Headquarters at(hereinafter called the “said Contractor”).

And whereas it is one of the terms of the said Contract/Agreement that the said Contractor shall furnish to OIL a guarantee to the extent of **Rs.** (Rupees) towards the security deposit / mobilization advance/ release of retention money/performance security from a Bank. Whereas the Bank has, at the request of the Contractor, agreed to give in favour of OIL a guarantee in the manner hereinafter appearing which OIL has agreed to accept.

1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding **Rs.**..... (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by OIL by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.
2. We, the Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on receipt of a written demand from OIL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by OIL by reason of any breach by the said Agreement or by reason of the Contractor’s failure to perform, the said Agreement provided such demand in writing is received by the Bank on or before Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, subject however, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

Contd.....P/2

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CONTRACTOR

COMPANY

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ANNEXURE-B

Page No.2

- 3. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.
- 4. We, the Bank, further agree with OIL that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act on omission on the part of OIL or for any indulgence shown by OIL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.
- 5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of OIL in writing.
- 6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.
- 7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. (Rupees) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this _____ day of _____ 20_____

Place: (Address of the Bank/Branch in full)

**AUTHORIZED SIGNATORY WITH SEAL AND
AUTHORIZATION NUMBER**

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FORMAT FOR UNDERTAKING(HARD COPY TO BE SUBMITTED ALONG WITH BID SECURITY)

Tender No. GCO 9261 L19

(On Non-Judicial Stamp Paper of Rs. 100/-)
TO BE NOTARISED

To
DY. GENERAL MANAGER (CONTRACTS)
OIL INDIA LIMITED
PO: UDYANVIHAR – 781 171
GUWAHATI, ASSAM, INDIA

Dear Sirs,

UNDERTAKING/DECLARATION BY THE BIDDER IN RESPECT OF

Tender No. GCO 9261 L19

This is in connection with the Bid submitted by me/us, (Name of Bidder), against **Tender No. GCO 9261 L19** for **Hire the services for Architectural and Engineering consultancy services for planning, designing Office cum Conference Hall at Pipeline Headquarters (PHO) Township, Guwahati including obtaining permission from local authorities, soil testing, preparation of Bill Of Quantity and periodic supervision during construction etc. under Civil Section, PHO, Guwahati, on Limited Tender basis.**

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

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

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

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CONTRACTOR

COMPANY

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Currently, such increase in the wage rates is twice in a year. I/We have bid after considering this increase in wage rates for the entire period of Contract including extension provision.

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

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

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

Yours faithfully,

Authorized Signatory with Seal

(Bidder)

Place :

Date :

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ANNEXURE - D

CERTIFICATE OF ANNUAL TURNOVER & NET WORTH

**(TO BE ISSUED BY PRACTISING CHARTERED ACCOUNTANTS’
FIRM ON THEIR LETTER HEAD)**

TO WHOM IT MAY CONCERN

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

YEAR	TURN OVER In INR (Rs.)	NET WORTH In INR (Rs.)

Place:

Date:

Seal:

Membership Code & Registration No. :

Signature

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CONTRACTOR

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ANNEXURE - E

To,
Chief General Manager (F&A)-PLS
Oil India Limited
Pipeline HQ, Narangi , Guwahati ,Assam-781171

Dear Sir,

Sub: E-Payments vide RTGS/NEFT

I/We request and hereby authorise you to execute E-Payment vide RTGS/NEFT modes to My /Our Bank account as per the details given below:

(A) BANK DETAILS

- 1. Bank A/c No. (Must Enclose Cancelled Cheque)
- 2. Account Type Saving Bank/ Current Account
- 3. Bank Branch
- 4. Bank Address
- 5. IFSC Code
- 6. MICR No.

(B) VENDOR DETAILS :

- 1. Vendor Code (See the vendor code given in the PO/Contract)
- 2. Name
- 3. PAN No. (Must enclosed self-attested photo copy of PAN Card)
- 4. Address with Mobile/Telephone No.
- 5. ~~VAT TIN No. —~~
- 6. ~~CST Regn. No. —~~
- 7. GST Regn. No.
- 8. ~~Central Excise Regn.No. —~~
- 9. Email ID

I/We hereby declare that the particulars given above are correct and complete. I/We confirm that I/we shall bear the charges, if any levied by my/our bank for the credit in our above account through NEFT. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

Thanking you,

Date:

Authorised Signatory & Stamp

.....
Bank Certificate

We confirm that the details given above are correct as per our records.

Date:

Place:
Official

Signature, Code & Stamp of Authorised Bank

DETAILS OF BIDDER(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)

a.	<u>Name of the Bidder / Firm:</u>			
b.	Registered postal address with PIN code:			
c.	Telephone No:			
d.	Mobile No:			
e.	E-mail ID:			
f.	Fax No:			
g.	Contact Person:			
h.	Contact person's contact No:			
i.	PAN No:			
j.	Bidder's Bank details:	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:		
k.	EMD / Bid Security Details:			
	EMD / Bid Security Deposited vide: (Tick <input type="checkbox"/> whichever is applicable)	ONLINE PAYMENT	DEMAND DRAFT (DD)	BANKER'S CHEQUE (BC)
				BANK GUARANTEE (BG)
	EMD Instrument No. & Date:			
	Validity of BG: (If EMD submitted vide BG)			
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of DD / BC / BG)			

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l.	VAT Regn. No.	
m.	GST Regn. No. (If not available then to be submitted on issuance of LOA)	
n.	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)	
o.	Vendor code with OIL (if available)	

Signature: _____

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