



**OIL AND NATURAL GAS CORPORATION LTD.
CIVIL ENGINEERING SECTION
TRIPURA ASSET, AGARTALA**

TENDER

FOR

**ARCHITECTURAL CONSULTANCY
FOR
CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX
AT
TRIPURA ASSET, AGARTALA**

PART-A

TECHNO - COMMERCIAL BID

TENDER NO. TE1BC08002

ISSUED TO : M/S. _____

VENDOR CODE _____ RFQ NO. _____

DATE OF APPLICATION _____ DATE OF ISSUE _____

**OIL AND NATURAL GAS CORPORATION LTD.
TRIPURA ASSET, AGARTALA-799014
TRIPURA**

**Telephone No. 0381-2374700
Fax No. 0381-2374288**

THE CONSULTANT

1

ONGC

Bmmeta

GENERAL INDEX

SR.NO.	DETAILS	PAGE NO.
1	NOTICE INVITING TENDER	6-10
2	INSTRUCTION TO BIDDERS	11-26
	Bid Documents	
	Transfer of Bid Document & Bid	
	Bidder to obtain own information	
	Cost of Bidding	
	Clarification of Bid Document	
	Pre-Bid Conference/Amendment to Bidding Document	
	Preparation of Bids	
	Joint Venture/Consortium Bids	
	Constitution of Consortium	
	Signing of Contract	
	Period of Validity of Bids	
	Earnest Money Deposit/Bid Security	
	Compliance with Complete Scope of Work	
	Compliance to Time Schedule of Completion	
	Bid Submission Office	
	Submission of Bid	
	Mode of Submission	
	Deadline for Submission of Bids	
	Late Bids	
	Modification and Withdrawal of Bids	
	Opening of Bids	
	Examination of bid	
	Evaluation and Comparison of Bids	
	Policy for Bids under Consideration	
	Clarification in Respect of Incomplete Offers	
	ONGC Right to Accept or Reject Bids	
	Award of Contract	
	Signing of Contract	
	Security Deposit/Performance Security Bond	
	Contract Period	
	Integrity Pact	
	Bidders to Note	
	Correspondence	
	Representation From the Bidder	
3	BID EVALUATION CRITERIA	27-35
4	GENERAL TERMS AND CONDITIONS OF CONTRACT	36-65
	Definitions & Interpretation	
	Commencements and Completion Period of	

	Contract	
	Contract Document	
	General Obligations of the Consultant	
	Unit of Measurement	
	Time Span for Responsibility of Services	
	Variations	
	Ownership of Records and Materials	
	Confidential handling of Information	
	Compliance with Laws	
	Notices	
	Contract Price and payment Procedure	
	Duties and Taxes	
	Patents	
	Arbitration	
	Governing Law and Jurisdiction	
	Workmen	
	Force Majeure	
	Failure & Termination	
	Termination	
	Document Schedule	
	Submission of Documents	
	Progress Report	
	Review of the documents	
	Access	
	Non-waiver of Defaults	
	Indemnity	
	Indemnity by Company	
	Warranties	
	Limitation of Liability	
	Performance Guarantee and Warranty	
	Security Deposit	
	Subsequent Legislation	
	Consequential Damages	
	Personal Taxes	
	Bid Currencies	
	Employment of Officials/Ex-official of Company	
	Integrity Pact	
	Capacity Building	
	Lien in Respect of Claims in Other Contracts	
	THIRD PARTY INSPECTION	
	Notices and Addresses	
	Continuance of the Contract	
	Intellectual Property	
	Set-off	
5	SCOPE OF WORK	66-88
	Intent of Specification	

	Background	
	Design Basis	
	Project Implementation Plan	
	Broad Scope of work of ARCHITECTURAL CONSULTANCY	
	Approvals/Statutory Clearances	
	Review and approval of Engineering documents submitted the Contractors	
	Activities during execution	
	Document transmittal	
6	ANNEXURES TO PART-A TECHNOCOMMERCIAL BID <u>(TO BE SUBMITTED BY ARCHITECTURAL CONSULTANTS, WHO HAVE BEEN INVITED TO PARTICIPATE IN TECHNOCOMMERCIAL BID)</u>	89-127
	1-Format of Agreement Between Bidder and Parent Company	
	2- Pro-forma for Parent Company Guarantee	
	3-Pro-forma for Letter of Authority for Signing of Bid	
	4-Pro-forma for Authorization Letter for Attending Tender Opening	
	5- Pro-forma for Work Experience	
	6- Bid Evaluation Criteria Matrix	
	7-Questionnaire for Assessment of ARCHITECTURAL CONSULTANCY firm	
	8-Certificate of Acceptance/Compliance/Confirmation	
	9-Pro-forma of Bank Guarantee for Bid Security	
	10- Pro-forma of Bank Guarantee Towards performance/Security for Performance	
	11- Pro-forma for Form of Agreement	
	12- Pro-forma for Integrity Pact	
	13-Standard Coordination Procedure for Architectural Consultancy	
	14-Check List	
	15- Correspondence/minutes of meetings	
	16- Performa for Submitting the Bank Details of EFT payment	

PART 'B'
SCHEDULE OF PRICE

1	PREAMBLE TO SCHEDULE OF PRICES	Annexure-17	Page 128 -132
2	SCHEDULE OF PRICES	Annexure-18	

	OIL AND NATURAL GAS CORPORATION LIMITED TRIPURA ASSET, AGARTALA TRIPURA – 799014
---	---

Tender No: TE1BC08002

Date: 20.02.2009

1-NOTICE INVITING TENDER

Name of Work: ARCHITECTURAL CONSULTANCY FOR CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA

1.0 ONGC invites tender for ARCHITECTURAL CONSULTANCY job in two stage bidding system from reputed / experienced bidders for above mentioned work.

Only bids of those bidders, who take complete responsibility for the entire work and quote for complete scope of work, shall be taken up for detailed evaluation. Incomplete bids or bids for part scope of work shall out rightly be rejected. Bidders shall take care to submit their offers in sealed covers strictly in accordance with requirements as mentioned in Instructions to the bidders. The evaluation of bids shall be done as per the Bid Evaluation Criteria and methodology mentioned in the bid documents.

The details about tender and scope of work are given below:

Tentative cost of the Project	: Approximate. Rs. 59.42 Crores
Estimated cost for consultancy	: Rs. 2.97 Crores
Tender Fee (Non-refundable)	: Rs. 1000.00 (Rupees one thousand only) valid for 90 days beyond the date of closure of the sale of the tender document
Period of sale of tender documents	: 20.02.2009 to 25.03.2009
Last date of receipt of application for issue of tender documents	: 24.03.2009 UPTO 17.00 HRS
Last date of issue of tender documents	: 25.03.2009
Last date of receipt of written clarifications for Pre Bid Conference	: 09.04.2009 UPTO 17.00 HRS

THE CONSULTANT

6

ONGC

Bmmatu

Pre Bid Conference: Date & Time	: 10.04.2009 AT 11.00 HRS
Venue	: Civil Engineering Section, ONGC TRIPURA ASSET AGARTALA-799014
EMD/ Bid Security in the form of Bank Guarantee / Bank Draft (A/C Payee only)/ Pay Order from Nationalized / Scheduled Bank, payable to F&AO ONGC Ltd., AGARTALA	: Rs5,94,000/- (Rupees five lakhs ninety four thousand only)
Closing date and time for submission Techno-commercial of Bids	: 08.05.2009 at 15.00 Hrs.
Opening date and time for Techno-commercial Bid	: 08.05.2009 at 16.00 Hrs.
Venue	: Office of the CE (Civil), ONGC TRIPURA ASSET AGARTALA -799014
Bid Validity	: 180 days from the date of Techno-commercial (Fixed Percentage bid) Bid opening.
Bid bond validity	: Valid for 60 days beyond required validity of Bid
Security Deposit/ Performance Guarantee	: 10% of the annualized contract value with validity as per clause no.28.0 of the General Conditions of Contract.
Time schedule for completion	: 37 (thirty seven) months from the date of issue of Letter of acceptance of work or till actual completion of work whichever is later.
Address for communication and sale of tender documents	: Chief Engineer (Civil), ONGC TRIPURA ASSET AGARTALA-799014 TRIPURA Telephone No. 0381-2374700 Fax No. 0381-2374288 Mobile No. 09436500745



Note: If the date of receiving & opening of tender happens to be a holiday, the tender will be received & opened on the next working day at the same time and in the same manner.

- 2.0 All bids shall be accompanied by an Earnest Money Deposit of Rs5,94,000/- (Rupees five lakhs ninety four thousand only) in the form of Bank Guarantee / Bank Draft (A/C Payee only)/ Pay Order from Nationalized / Scheduled Bank, payable to F&AO ONGC Ltd., AGARTALA**
- 3.0 Issuance of bid document to any bidder shall not construe that such bidder is considered qualified. Bid Evaluation Criteria is given in the tender documents and the same can be seen by the perspective bidders at the address given below:**
- Chief Engineer (Civil),
ONGC TRIPURA ASSET
AGARTALA-799014
TRIPURA**
- 4.0 Bidders are requested to go through the “Instructions to bidder” in the tender document before filling and submitting the tender.**
- 5.0 The contract will be for the job specified above.**
- 6.0 Telex / Telephonic / Fax / e-mail offers shall not be accepted.**
- 7.0 Tender document shall be issued in office.**
- 8.0 ONGC takes no responsibility for delay, loss or non receipt of tender document sent by post / courier. No cognizance shall be given to the bid received after due time and date, as specified in the NIT.**
- 9.0 ONGC reserves the right to reject any or all bids or cancel / withdraw the invitation to bid without assigning any reason what so ever and in such case no bidder / intending bidder shall have any claim arising out of such actions.**
- 10.0 If the date of receiving and opening of tenders happens to be holiday, the tender will be received and opened on the next working day at the same time and in the same manner.**
- 11.0 Eligibility criteria to get tender document only:**

Tender documents will be issued to those bidders who possess the following major qualifications and submit the attested copies of documents:

- (i) The Architect or (in case of an Architectural firm) one of the Directors or Principal Architects of the firm must be registered with the Council of Architecture (India).
- (ii) Design(Architectural and structural) of multistoried corporate/office/hotel/Specialty hospital or any other building involving Civil, Interiors, Furniture/furnishing, design of all services like plumbing, Electrical, HVAC, Tele-communication, Fire-detection, Fire fighting system, Lifts and landscaping etc.
 - (a) Project costing 40% of the estimated cost of Rs.59.42 crores i.e. Rs.23.77 crores or more: Three projects completed.
OR
 - (b) Project costing 50% of the estimated cost of Rs.59.42 crores i.e. Rs.29.71 crores or more: Two projects completed.
OR
 - (c) Project costing 80% of the estimated cost of Rs.59.42 crores i.e. Rs.47.54 crores or more: One project completed.
- (iii) **The tender papers shall also be issued against the undertaking by the bidder that they are meeting Eligibility Criteria as mentioned above and necessary documents shall be submitted along with techno-commercial bid.**
- (iv) **Downloading the Tender Document from the Website**
 - a) Bidders will have the option of purchasing tender documents from the selling centers as per prevailing practice or downloading the tender document within the time specified for the sale of tender documents and use the same for participating in the tender.
 - b) **The bidders downloading the tender document from the website should ensure to submit tender fee so as to reach the tender inviting work center before the deadline specified for the tender sale along with confirmation on Major Qualifying Criteria (MQC) / Prequalification criteria (PQC) / Essential Qualifying Requirements (EQR), which will be acknowledged by ONGC by issuing Request for Quotation (RFQ) number specific to the tender and bidder through Fax/email.**
 - c) **ONGC takes no responsibility for delay, loss or non receipt of tender fee sent by post / courier. No cognizance**

Bmmeta

shall be given to the tender fee received after due time and date, as specified in the NIT, and Tender shall not be considered and in such case no bidder / intending bidder shall have any claim arising out of such actions.

d) Bidders shall submit copy of RFQ as the proof of purchase along with the bid.

(v) Creation of RFQ

In the process of creating RFQ, it is mandatory to create ONGC vendor code. To create ONGC vendor code, following documents should be submitted in Duplicate along with application for Tender Document.

- a) Application on letter head showing complete address of communication, email, and phone numbers etc.
- b) Copy of PAN
- c) Copy of Service Tax Registration
- d) Bank details as per annexure-16 duly endorsed by the bank

Chief Engineer (Civil)
ONGC AGARTALA

2-INSTRUCTIONS TO BIDDERS

- 1.0** The Oil and Natural Gas Corporation Limited (ONGC) registered under the Companies Act (1956), having its registered office at Jeevan Bharti Tower II, 124, Indira Chowk, New Delhi - 110 001, India invites sealed bids under two stage bidding system for the work “**ARCHITECTURAL CONSULTANCY FOR CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA**”

2.0 BID DOCUMENTS:

- 2.1 One complete set of Tender Document including, Notice Inviting Tender, Instruction to bidders, Design Brief, Bid Evaluation Criteria, Evaluation Methodology, General Terms and Conditions of Contract, Scope of Work, Time Schedule, Annexure/Appendices, etc. shall be issued to each bidder.
- 2.2 The bidders are expected to go through the Tender Documents, including all instructions, forms, terms and conditions. Failure to furnish all the information required by the Bid Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will result in the rejection of the Bid.
- 2.3 Any amendments / clarifications / addendum / corrigendum to the Bid Document, if issued by ONGC shall form part of the Tender Document. Such amendments / clarification / addendum / corrigendum must be submitted along with the BID in original, duly signed by the Bidders on all pages as a token of acceptance.

3.0 TRANSFER OF BIDDING DOCUMENTS & BID:

The BID must be submitted in the name of the Bidder to whom the Bid Document was issued by ONGC. Transfer of the Bid document by the original purchaser for bidding by another is not permissible. Similarly transfer of Bid submitted by one Bidder to another is not permissible. Bid Documents must be purchased in the name of the Bidder who proposes to bid. No alteration in the name of the Architect/Firm subsequently shall be permissible.

4.0 BIDDER TO OBTAIN OWN INFORMATION:

- 4.1 The Bidder is advised to visit and examine the proposed location of the Consultancy work, its environment, its surroundings and access such as roads, transport facilities etc. and obtain for himself on his own responsibility, all information that may be necessary for preparing the Bid and entering Bidders own expense.

- 4.2 Failure to visit the Site or failure to study the Bidding Documents will in no way relieve the successful bidder from furnishing any material or performing any work in accordance with the Bidding Documents.
- 4.3 It will be imperative for each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. In their own interest, the Bidders are requested to familiarize themselves with the relevant Acts and Laws and Regulations of India and the State with their latest amendments and any statutory requirements as applicable.

The Corporation shall not entertain any request for clarification from the bidder, regarding such local conditions.

It is the responsibility of the bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the Bidding Documents will be entertained by the ONGC and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by ONGC on account of failure of the bidder to appraise himself of local laws/ conditions.

5.0 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and delivery of his bid and the Corporation will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.0 CLARIFICATION OF BID DOCUMENT:

The Bidder is required to carefully examine the Scope Of Work, Conditions of Contract, and other details relating to WORK given in the BID Document, and fully inform himself as to all conditions and matters which may in any way affect the Work or the time and cost thereof. In case the bidder is in doubt about the completeness or correctness of the contents of the Bid Document or the scope of work, he should request in writing for an interpretation / clarification by ONGC. Bidders **request for interpretation / clarification shall reach ONGC on or before the last date for the receipt of the same as laid down in the Notice Inviting Tender.**

ONGC will, then, if necessary, issue interpretation / clarification to the Bidders in writing. Such clarification / interpretation shall be issued in the form of Addendum / Corrigendum which shall form part of the Bid Document and shall accompany the BID, which shall be submitted by the Bidder within time and date as specified in Notice Inviting Tender. No further queries shall be entertained.

Verbal clarifications and information given by ONGC or its employees or its representatives shall not in any way be binding on ONGC.

7.0 PRE-BID CONFERENCE/AMENDMENT TO BIDDING DOCUMENTS

- 7.1 Pre-bid conference will be held as specified in the NIT and the bid document. Bidders should depute their representative who should be competent /authorized to take on the spot decisions. Tender conditions will be frozen after pre-bid conference. No change in tender conditions will be permissible after bid opening.
- 7.2 At any time prior to the deadline for submission of bids, ONGC may, for any reason, whether at its own initiative or in response to a clarification request by a prospective bidder modify the Bidding Documents by amendment/ addendum.
- 7.3 The amendment/ addendum shall be part of the Bidding Documents pursuant to **Clause 2.3** and will be notified in writing or by tele-fax to all prospective Bidders who have received the Bidding Documents and will be binding on them. Bidders will be required to acknowledge receipt of any such amendment/ addendum to the Bidding Documents.
- 7.4 In order to allow prospective Bidders reasonable time in which to take the amendments into account in preparing their bids, the ONGC may, at its discretion, extend the deadline for the submission of bids.

8.0 PREPARATION OF BIDS:

- 8.1 The bid prepared by the Bidder, all correspondences and documents relating to the Bid exchanged by the Bidder and the ONGC shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.
- 8.2 Bids shall be submitted in the prescribed bid Pro-forma. The prescribed duly filled in and signed should be returned intact whether quoting for any item or not.
- 8.3 The bid Pro-forma referred to above, if not returned or if returned but not duly filled in will be liable to result in rejection of the bid.
- 8.4 The Bidders are advised in their own interest to ensure that all the points brought out in the check list and **BEC Matrix** are complied with in their bid, failing which the offer is liable to be rejected.
- 8.5 The bids can only be submitted in the name of the Bidder in whose name the bid documents were issued by ONGC. The bid papers, duly

filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.

- 8.7 The bidder should indicate at the time of quoting against this tender their full postal and telegraphic/telex /fax/E-mail addresses.
- 8.8 The Bidder shall sign its bid with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer and in the case of a Corporation the same shall be sealed with the corporation seal or otherwise appropriately executed under seal.
- 8.9 The bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Bidder.
- 8.10 The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. ONGC may reject outright any bid not supported by adequate proof of the signatory's authority
- 8.11 The Bidder, in each tender, will have to give a certificate in its offer, that the terms and conditions, as laid down in this bidding document are acceptable to it in toto.
- 8.12 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 8.13 The complete bid must be typed or written by the bidders in indelible ink. The Bid shall be signed in original in ink by authorized signatory of the Bidder at each page. Bids and/ or prices written in pencil will be rejected.
- 8.14 The Bidder shall bear all taxes arising out of this contract.

9.0 Joint Venture/Consortium Bids

- 9.1 In view of nature of work involved as covered by the Bidding Documents, it is anticipated that some of the intending bidders may pool their resources and experiences to form Consortia/Joint Ventures. In their own interest the bidders are advised to investigate the capabilities, availability of expertise and resources such as experienced personnel, financial soundness, past experience and concurrent engagements of constituting partners/members of the consortium/joint venture.
- 9.2 In the event that the successful bidder is a joint venture formed of two or more companies, the Corporation requires that the parties to the joint

venture accept joint and several liabilities for discharging all obligations under the Contract.

9.3 The leader of the Consortium can submit bid on behalf of consortium of bidders. Memorandum of Understanding between the Consortium members duly signed by the Chief Executives of the consortium members must accompany the bid, which should clearly define role/scope of work of each partner/member and should clearly define the leader of consortium. Memorandum of Understanding (MOU) must also state that all the members of consortium shall be jointly and severally responsible for discharging all obligations under the Contract. The following provisions should also be incorporated in the Memorandum of Understanding executed by the members of the Consortium/Joint Venture viz.

- i) All the Consortium/Joint Venture members are jointly and severally responsible for discharging all obligations under the Contract.
- ii) The role and scope of work of each consortium/ joint venture member is as attached / annexed with the Memorandum of Understanding.
- iii) The leader of the Consortium/Joint venture on behalf of the Consortium/Joint Venture shall co-ordinate with ONGC or with other specified agencies during the period the bid is under evaluation as well as during the execution of Work in the event Work is awarded and he shall also be responsible for resolving disputes/misunderstanding/undefined activities, if any, amongst all the consortium/joint venture members.
- iv) Any correspondence exchanged with the leader of consortium/joint venture shall be binding on all the consortium/joint venture members.
- v) Payment shall be made by Company only to the leader of consortium/joint venture towards fulfillment of Contract obligations. (If direct payment to each member is required for their part of Scope of Works, the same should be clearly indicated in the bid along with member-wise details of price break-up).
- vi) The conditions spelt in this Clause shall be binding and acceptable to all the consortium/joint venture members.

9.4 The bid may be signed by all members of the Consortium/Joint Venture. Alternatively, the leader may sign the bid. In such a case, the Power of Attorney from each member authorizing the leader for signing and submission of Bid on behalf of individual member must accompany the Bid offer. Other members of consortium may participate in techno-contractual discussions and sign the minutes of such discussions/meetings along with the leader.



In case of consortium/joint venture bids, the bid bond bank guarantee should be submitted in the joint name of the consortium/joint venture members.

In case the consortium/joint venture bid is led by an Indian Company the bid bond can be submitted in Indian rupees. However in case the consortium/joint venture bid is led by a Foreign Company the bid bond should be submitted in foreign currency.

- 9.5 Consortium / Joint Venture must fulfill the experience criteria as detailed in the Bidding Documents / Bid evaluation Criteria for ONGC's consideration. Documents/details pertaining to qualification of bidder as per Pro-forma of documents attached with the Bidding Documents must be furnished by each partner/member of consortium/joint venture complete in all respects along with the bid offer, clearly bringing out their experience especially in the form of work in their scope.

9.6. **Constitution of Consortium**

If during the evaluation of bids, a consortium leader proposes any alterations/changes in the constitution of consortium or replacements or inclusion of expulsion of any partner(s) member(s), of the consortium which had originally submitted the bid, to derive some advantages/benefits based on any development(s) having come to his knowledge at any time, the bid of such a consortium shall be liable for rejection unless such a change is agreed to by ONGC in writing.

9.7 **Signing of Contract**

In the event of the Work is awarded to the consortium/ joint venture, the Contract may be signed by the leader or members of the consortium/joint venture and the liability of each one of them shall be joint and several. Alternatively, the Contract may be signed by an authorized officer of the consortium/joint venture on its own behalf as well as on behalf of each and every member separately with a valid power of Attorney from each member duly notarized and thereafter every member should countersign the Contract within one month, and the liability of each one of them shall be joint and several.

10.0 PERIOD OF VALIDITY OF BIDS

- 10.1 The Bid submitted by Bidder shall remain valid for acceptance for the period of **180 days** from the date of opening of Techno – commercial bid. Bidder shall not be entitled during the said validity period of Bid, without the consent (in writing) of ONGC, to revoke or cancel his Bid or to vary the same or any term thereof. In case of Bidder revoking or canceling his Bid or varying any term in regard thereof, the Bidder's Earnest Money deposit shall be forfeited by ONGC and his bid shall not be considered.

10.2 In exceptional circumstances, prior to expiry of the original bid validity period, the ONGC may request the bidder for a specified extension in the period of validity. The requests and the responses shall be made in writing. The Bidder will undertake not to vary/modify the bid during the validity period or any extension agreed thereof. Bidder agreeing to the request for extension of validity of offer shall be required to extend the validity of Bid Security correspondingly.

11.0 EARNEST MONEY DEPOSIT/ BID SECURITY:

11.1 The Earnest Money deposit / Bid Security is required to protect the ONGC against the risk of Bidder's conduct which would warrant the security's forfeiture in pursuance to clause 11.4.

11.2 The Earnest Money deposit/ Bid security for the amount and validity as indicated in NIT shall accompany each bid. The Earnest Money deposit shall be furnished in the form of Demand Draft / Pay Order of any Nationalized / Scheduled Bank in favor of Finance and Accounts Officer, ONGC, AGARTALA. Earnest Money deposit can also be given in the form of an irrevocable & unqualified Bank Guarantee of any Nationalized/Scheduled Bank in favor of ONGC as per the Pro-forma enclosed. Government Departments and Public Sector Undertakings are exempted from payment of Earnest Money deposit.

11.3 ONGC reserves the right to reject any tender submitted without earnest money in the manner provided. ONGC shall not be liable to pay any bank charges, commission or interest on the amount of Earnest Money deposit.

11.4 The Earnest Money deposit shall be forfeited by ONGC in the following events:

- a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Bidder.
- b) If Bid is varied or modified in a manner not acceptable to ONGC during the validity period or any extension of the validity duly agreed by the Bidder or after issue of LOA/ award by Fax by ONGC and prior to signing of the Contract.
- c) If a Bidder, fails to execute the agreement within a period of Thirty days of notification of award of contract, or within such extended time as may be permitted by ONGC in this regard.
- d) In case LOI/NOA placed is not accepted by the first lowest (L1) bidder or the Performance Bond is not submitted as per the contract within the time specified in the bid document, the bid bond then shall be forfeited and the firm shall be put on holiday for two years depending on the merit of the case.

11.5 The Earnest money deposit of unsuccessful Bidders will be refunded within a reasonable time after final decision on the tenders, without any interest. The earnest money deposited by successful Bidder shall be returned on receipt of Performance Bond (Performance Security) or shall be retained and treated as part of the Security Deposit for the due fulfillment of the contract.

12.0 COMPLIANCE WITH COMPLETE SCOPE OF WORK:

Bidder should quote for complete Scope of Work as detailed out in various documents forming part of Bid Document failing which the Bid will be rejected.

Bidder shall state whether or not the Bidder will handle all work with his own personnel and if not, the nature or extent of the work to be subcontracted shall be explained with credential of proposed sub-Bidder.

13.0 COMPLIANCE TO TIME SCHEDULE OF COMPLETION:

Bidder should note that the entire Scope of Work is to be completed as per the Time schedule of completion as mentioned in the Bid Document failing which the Bid will be rejected.

14.0 BID SUBMISSION OFFICE:

The Bids should be addressed and submitted to ONGC at the following address:

CE (CIVIL),
ONGC, TRIPURA ASSET
BADARGHAT, AGARTALA – 799014
TRIPURA

15.0 SUBMISSION OF BID:

This is a two stage bidding process as detailed below:

Stage-I Under this stage the bidders shall submit their Techno commercial bid (Fixed Percentage bid).

Stage-II The bidders whose techno- commercial bids are found technically and commercially acceptable, in stage-I, as per Bid Evaluation criteria shall be short listed for participating in the Stage-II of the bidding process i.e. design competition.

15.1.1 STAGE -1

Techno-commercial bid (Fixed Percentage bid) to be submitted in a Sealed COVER and distinctly marked on cover as “PART-A (Techno-commercial bid)”

And super scribed with the Name of Work, Tender No TE1BC08002. , Name of Bidder, Date of Opening, Address of Bid Submission Office

PART-A (TECHNO-COMMERCIAL BID) must consist of the following:

The Bidder shall submit one Original (complete set of Tender Document) **and two additional photo copies (copies shall be arranged by the Bidder)** of his complete Bid.

- i. Original Bid Document (along with enclosures) duly signed in ink and stamped on each page of Bid Document, by the Authorized Person(s). Bidders should arrange copies of various formats / check lists / BEC Matrix / Appendices / proposal forms etc. and submit after filling in the requisite information along with two additional photo copies of the filled up Fixed Percentage bid.
- ii. Power of attorney / authorization with the seal of the Company / Organization in favor of the person signing the BID.
- iii. Earnest Money Deposit / Bid Bond of requisite value as prescribed in Bid Document.
- iv. Permanent Account Number (PAN) for compliance of Income Tax Laws.
- v. Acceptance of the terms and conditions and Time Schedule of Completion of the contract.
- vi. Acceptance of and quotation for the complete scope of work.
- vii. Acceptance of the Bid Evaluation Criteria and Methodology.
- viii. Questionnaire for assessment of ARCHITECTURAL CONSULTANCY firm.
- ix. Specific compliance status of Bid Evaluation Criteria (BEC) specified in the bid document. Bidder shall fill up and sign the Bid evaluation criteria matrix (**Annexure-6**) and indicate the cross reference where supporting documents have been attached in their Bid.
- x. Description of Bidder's work experience in the last 7 years on projects of similar nature and complexities as envisaged for in this Bidding Documents.

Bidder shall summarize the information in Pro-forma for Work experience given in Annexure -5.

- xi. All proposal forms duly filled in together with all other information as called for in the BID DOCUMENT.
- xii. Confirmation of the checklist duly filled in as per enclosed format – **Annexure-14**
- xiii. Integrity Pact duly signed on each page by the same signatory who signs the bid i.e. who is authorized to sign the bid – **Annexure-12.**
- xiv. List showing all enclosures to the Bid with their index & page nos.
- xv. Any other documents required in terms of this Bidding Documents.

The TECHNO-COMMERCIAL BID (Fixed Percentage bid) shall be opened in presence of the intending Bidders who choose to attend the opening of the tender on the date of opening mentioned in the tender document.

15.1.2 Stage – II

The bidders whose techno- commercial bids (Fixed Percentage bid) are found technically and commercially acceptable as per Bid evaluation criteria shall be short listed for participating in the Stage-II of the bidding process i.e. Submission of Design for Competition.

Under this stage the bidders short listed after Stage-I as above shall be invited for participating in the **Submission of Design for Competition** under two stage bid system. They shall submit their Design in two stage bid system in sealed envelope *and super scribed with the **Name of Work, Tender No. TE1BC08002 , Name of Bidder, Date of Opening, Address of Bid Submission Office***

- 1. Bidder shall submit one Original and two additional photo copies of his complete Design.

15.2 Offers which fail to comply with the above instructions shall be rejected out rightly.

15.3 Any change in Bid after opening of the tender will not be considered.

15.4 ONGC will not be responsible for the loss of tender form or for the delay in postal transit.

15.5 Telex/Telegraphic/Tele-fax/Xerox/Photocopy bids will not be considered.

THE CONSULTANT

20

ONGC

Bmmetu

16.0 MODE OF BID SUBMISSION:

- 16.1 The Bidder has the option of sending the Bid by registered post, courier service or by submitting the Bid in person so as to reach the designated bid submission office on or before the last date & time fixed for submission of Bids. ONGC is not responsible for any loss or delay in postal transit in Bid submission.

17.0 DEADLINE FOR SUBMISSION OF BIDS

- 17.1 Bids must be received by the ONGC at the address specified in the Notice Inviting Tenders not later than 1500 hours on the notified date in the Notice Inviting Tenders. Offers sent by hand delivery should be put in the Tender Box at the specified office not later than 1500 Hrs. (IST) on the specified date. All out-station tenders, if sent by post, should be sent under registered cover. ONGC shall not be responsible for any loss or delay in postal transit of bid submission.
- 17.2 The ONGC may at its discretion extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 7.0 of Instructions to Bidders in which case all rights and obligation of the ONGC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17.3 In case of the unscheduled holiday being declared on the prescribed closing/opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/opening of the tender.

18.0 LATE BIDS

- 18.1 Bidders are advised in their own interest to ensure that their bid reaches the specified office well before the closing date and time of the bid.
- 18.2 Any bid received after dead line for submission of bid as indicated in the Notice Inviting Tenders, shall be liable for rejection.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1 In case any clarifications are sought by the ONGC after opening of tenders, then the replies of the Bidder should be restricted to the clarification sought. Any Bidder who modifies his bid (including a modification which has the effect of altering the value of his offer) after opening of Techno-commercial bids without specific reference by the ONGC shall render the bid liable to be rejected without notice and without further reference to the Bidder.
- 19.2 No bid may be withdrawn in the interval between the deadline for the Submission of Bids and the expiration of the period of the Bid Validity

specified in the Bid documents. Withdrawal or unsolicited modification of a bid during this interval shall result in the Bidder's forfeiture of its Earnest Money deposit / Bid Security.

- 19.3 In case LOI/NOA placed is not acceptable by the bidder, to whom consultancy work has been awarded, or performance bond is not submitted as per the terms of the contract within the time specified in the bid document, the bid bond shall then be forfeited and firm shall be put on two years holiday on the merit of the case.

20.0 OPENING OF BIDS

- 20.1 Techno-commercial Bids (Fixed Percentage Bid) shall be opened at the time and date mentioned in Notice Inviting Tenders, at ONGC's designated office.
- 20.2 At the time of tender opening the ONGC will permit one authorized representative of each Bidder to be present provided such representative presents to the ONGC at that time a letter duly signed by the Bidder authorizing him to be present on behalf of the bidder at the time of tender opening. Intending Bidders are advised not to authorize or depute more than one representative.
- 20.2 In case of unscheduled holiday on the closing/opening day of bid , the next working day will be treated as scheduled prescribed day of closing/opening of bid, the time notified remaining the same.**

21.0 EXAMINATION OF BID

- 21.1 The ONGC will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 21.2 The ONGC will determine the conformity of each bid to the bidding documents. Bids falling under the purview of rejection as per the Evaluation methodology of the bidding document will be rejected.**

22.0 EVALUATION AND COMPARISON OF BIDS

- 22.1 Apart from commercial and technical requirements set forth in the Bidding Documents, the evaluation and comparison of bids shall be carried out as per the Bid evaluation Criteria indicated in the bidding Documents.
- 22.2 The ONGC wishes to finalize the award of work covered under this Bidding Document within a limited time schedule. ONGC expects Bidders to confirm compliance to tender term and conditions, which shall



stand frozen after Pre-Bid Conference, failing which the Bids are liable to be rejected. Hence the Bidders in their own interest are advised to submit their bids complete in all respects conforming to all terms and conditions of the bid document.

- 22.3 Bids shall be evaluated based on the information/documents available in the bid. Hence Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of bid documents are liable to be rejected.
- 22.3 Bidders shall accept Fixed Percentage offered by ONGC without any qualifications. Tenders containing qualifying expressions such as “subject to minimum acceptance” or “subject to prior sale” etc. will not be considered.
- 22.4 Unsolicited post-tender modification will lead to straight away rejection of the offer.

23.0 POLICY FOR BIDS UNDER CONSIDERATION:

- 23.1 Only those bids which are complete in all respects and are in accordance with the scope of work, time schedule of completion, terms and conditions of the Bid documents shall be considered for evaluation. Such bids shall be deemed to be under consideration immediately after opening of Techno-Commercial bids and until such time an official intimation of acceptance or rejection of Bid is made by ONGC to the Bidder.
- 23.2 No Bidder shall contact the ONGC on any matter relating to its bid, from the time of the opening to the time the contract is awarded. The Bidder are advised to refrain from contacting by any means ONGC or their employees / representatives on their own, on matters related to Bids under consideration. Bidders will not be permitted to change the substance of the Bids after opening of the Bids.
- 23.3 The Bidders may please note that the ONGC will not entertain any correspondence or queries on the status of the offers received against this Bidding Documents. Bidders are advised not to depute any of their personnel or Agents to visit the ONGC's office for making such inquiries.
- 23.4 Any effort by a Bidder to influence the ONGC on the ONGC's Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's bid.

24.0 CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS:

- 24.1 ONGC has to finalize the tenders within a limited time schedule. Therefore, prospective bidders are advised to submit the bid documents properly as per the instruction available in the documents and must submit appropriate and relevant supporting documents along with their proposal in the first instance itself in order to avoid clarifications later on.

- 24.2 Prospective Bidders are advised to ensure that their Bids are complete in all respects and conform to the scope of work, time schedule of completion, evaluation methodology, terms and conditions of the Bid documents. Bids not complying with ONGC's requirement may be rejected without seeking any clarification whatsoever.

25.0 ONGC'S RIGHT TO ACCEPT OR REJECT BIDS:

- 25.1 ONGC does not bind itself to accept the bid having the Best Design and reserves to itself the authority to reject, accept or prefer any Bid and to annul the bidding process, without assigning any reason whatsoever, thereby without incurring any liability to the affected Bidder, or Bidders or any obligation to inform the affected Bidders of the grounds for the ONGC's action. The ONGC also reserves to itself the right to accept any bid in full or in part(s) or split the order among two or more bidders.
- 25.2 Bids in which any of the particulars and prescribed information(s) is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled or information(s) / documents as required by Evaluation Methodology or elsewhere in Tender Document are not submitted then the Bid shall be considered non-responsive and are liable to be rejected.

26.0 AWARD OF CONTRACT:

- 26.1 The acceptance of Bid will be intimated to the successful Bidder by ONGC by Letter of Acceptance of work in writing by post / fax / e-mail/ courier.
- 26.2 ONGC will be sole judge in the matter of award of Contract and decision of ONGC shall be final and binding. No representation on this account will be entertained.
- 26.3 The above letter/ fax of acceptance shall construe that the Contract shall be deemed to have been concluded. The Letter of Acceptance shall constitute a binding contract between the successful bidder and ONGC.
- 26.3 Upon the successful bidder's furnishing performance security / signing of formal contract with ONGC, the ONGC will promptly notify each unsuccessful Bidder and discharge their EMD / bid securities.

27.0 SIGNING OF CONTRACT:

The successful Consultant is required to sign a **formal detailed** contract with ONGC as per Pro-forma attached (**Annexure-11**) to the Bid Document within a maximum period of 30 (Thirty) calendar days of date of Fax order / LOA / NOA. Until the contract is signed, the Fax order/ LOA /NOA shall remain binding amongst the two parties. In the event of



failure on the part of successful Bidder to sign the Contract within the stipulated period, the E.M.D. furnished by him shall be liable to be forfeited and the acceptance of Bid may be cancelled.

28.0 SECURITY DEPOSIT / PERFORMANCE SECURITY BOND

- 28.1 Security deposit will be 10% of annualized value of the contract. The security deposit will be released after completion of the project in accordance with the relevant Clauses of the contract. Earnest money deposited by the successful bidder shall be released after depositing the performance security.
- 28.2 Within 15 (fifteen) days of signing of contract, the successful Bidder shall furnish security deposit in the form of Performance Bank Guarantee (i.e.10% of the annualized contract value) in accordance with the conditions of the contract, in the Performance Security Bond Form (**Annexure-10**) provided in the bidding documents, or another form acceptable to the ONGC.
- 28.3 Failure of the successful Bidder to comply with the requirement of clause 11.4(c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit / Bid security, in which event the ONGC may make the award to the next lowest evaluated bidder or call for new bids.

29. CONTRACT PERIOD:

The Contract period shall be reckoned from the date of issue of Letter of Acceptance to the Successful Bidder. The contract shall be spread over a period as indicated in the 'Time schedule of completion' as mentioned in the Bid documents. ONGC reserves the right to extend the validity of contract at its sole discretion at same rate, terms and conditions.

30.0 INTEGRITY PACT:

With a view to bring in transparency and integrity in the bidding process, ONGC intends to enter into 'Integrity Pact' with the bidders.

The Pro-forma of Integrity Pact (**Annexure-12**) is enclosed with the bid. The Integrity Pact is duly signed by an ONGC officer on each page. The same shall have to be returned by the bidder (along with techno-commercial bid), duly signed by the same signatory who signs the bid, i.e. who is duly authorized to sign the bid as per the Instructions to Bidders stipulated in the tender documents. All the pages of the Integrity Pact shall be duly signed by the ONGC's and Bidder's signatories.

Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

The C&MD of ONGC shall be the appointing authority for External Independent Monitor(s).

31.0 BIDDERS TO NOTE:

- 31.1 All intending Bidders are informed that the Bid document fees will not be refundable whether or not the intending Bidder makes use of the Bid Document to submit this BID and also whether or not the BID, if submitted, is acceptable to the ONGC.**
- 31.2 Canvassing of any type in connection with Bids is strictly prohibited and Bid submitted by Bidder who resorts to canvassing will be liable for rejection.**
- 31.3 Bids containing uncalled for remarks or any additional conditions are liable to be rejected.
- 31.4 The Bidder has to follow applicable provisions of Section 297/299 of Companies Act, 1956.**
- 31.5 Firms / Corporation who have or had business relations with ONGC are advised not to employ any services from ONGC's employees without its prior permission. It is also advised not to employ ex-personnel of ONGC within the initial two years period after their retirement/ resignation/severance from the service without specific permission of ONGC. ONGC may decide not to deal with such firm who fails to comply with above advice.**

32.0 CORRESPONDENCE.

- 32.1 All correspondence from Bidders/ Bidder shall be made to the following Office from where this tender has emanated:

CE (Civil)
ONGC, TRIPURA ASSET
AGARTALA – 799014
TRIPURA

- 32.2 All correspondence shall bear reference to tender number.

33.0 REPRESENTATION FROM THE BIDDER:

The bidder(s) can submit representation(s) if any, in connection with the processing of the tender directly only to the Competent Purchase Authority (CPA) i.e. to:

ED-Asset Manager, TRIPURA ASSET.
ONGC TRIPURA ASSET
AGARTALA-799014, TRIPURA



3-BID EVALUATION CRITERIA (BEC)

TECHNICAL BID EVALUATION CRITERIA FOR ASSESSMENT OF ARCHITECTURAL CONSULTANCY FOR CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA

Cut off Marks : 70%

Total Weightage / Marks : 100

Sl. No.	Criteria	Basis	Marks	Total
1	Standing & Capability :			
	Establishment of the firm	Up to 5 years		
		5 to 10 years		
		More than 10		
2	Has the firm designed and undertaken any project in the last 7 years? (To be reckoned from the last date of preceding month to the one in which bids are invited)			
2(a)	Design(Architectural and structural) of multi-storeyed corporate/office/hotel/Specialty hospital or any other building involving Civil, Interiors, Furniture/furnishing, design of all services like plumbing, Electrical, HVAC, Tele-communication, Fire-detection, Fire fighting system, Lifts and landscaping etc.			
2(a)-i	Design(Architectural and structural) of Project costing 40% of the estimated cost of Rs.59.42 Crores i.e. Rs.23.77 Crores or more: Three projects completed/ In case of works in progress at the time of application for tenders, the certificate issued by the executing authority indicating the amount executed till that date shall be considered. (Note: - No pro rata marking shall be given for the less number of project under this clause)			
	OR			
2(a)-ii	Design(Architectural and structural) of Project costing 50% of the estimated cost of Rs.59.42 Crores i.e. Rs.29.71 Crores or more:			

THE CONSULTANT

27

ONGC

Bmmatu

	Two projects completed/ In case of works in progress at the time of application for tenders, the certificate issued by the executing authority indicating the amount executed till that date shall be considered (Note: - No pro rata marking shall be given for the less number of project under this clause)			
	OR			
2(a)-iii	Design(Architectural and structural) of Project costing 80% of the estimated cost of Rs.59.42 Crores i.e. Rs.47.54 Crores or more: One project completed/ In case of works in progress at the time of application for tenders, the certificate issued by the executing authority indicating the amount executed till that date shall be considered			
2(b)	Number of large projects designed (Architectural and structural) during last 7 years (To be reckoned from the last date of preceding month to the one in which bids are invited)			
	At least one State-of-art multi-storeyed centrally air-conditioned corporate /commercial/ office/ hotel/ hospital building including services each costing Rs.59.42 Crores or more (excluding the one mentioned in Sl.No.3(a) above).	At least 1 No		
	Or			
	At least one State-of-art multi-storeyed centrally air-conditioned corporate /commercial/ office/ hotel/ hospital building including services <u>based on Green Building Concept</u> each costing Rs.59.42 Crores or more (excluding the one mentioned in Sl.No.3(a) above).	At least 1 No		
3	Awards :			
	(Awards to be of Recognized National/International Forums e.g. Council of Architects, IIA, JK, Inside-Outside, RIBA, AIA, USGBC etc.)	1 to 2 No.		
		More than 2 No.		
	TOTAL MARKS		100	100

NOTE:

1. In case, if the consultant has Associates, the manpower of the associates may be considered if the consultant has written M.O.U. with the Associates, copy of which should be submitted along with tender.
2. The above statements must be supported by documentary evidence and duly attested by Notary public. In case work order number and amount is indicated in completion certificate, the same shall be considered. In case of works in progress at the time of application for tenders, the certificate issued by the executing authority indicating the amount executed till that date shall be considered.
3. Names of the technical personnel of the company, who are on the rolls on the date of application should be certified by the consultant/bidder and duly attested by Notary public.

CERTIFICATE

It is certified that the details as furnished above are true to the best of my/our knowledge and records. I/We give undertaking that if at any stage of scrutiny of tender or currency of contract, any information is found incorrect, the Corporation shall have the right to terminate the contract at its discretion and I/We shall have no claim for any compensation whatsoever thereof.

Signature of bidder / Owner of the firm with seal

TECHNICAL & COMMERCIAL REJECTION CRITERIA

A.	VITAL CRITERIA FOR ACCEPTANCE OF BIDS:	Remark
A.1	Bidders are advised not to take any exception/deviations to the bid document. Exceptions / deviations, if any, should be brought out during the Pre-bid conference. In case Pre-bid conference is not held, the exceptions / deviations along with suggested changes are to be communicated to ONGC within the date specified in the NIT and bid document. ONGC after processing such suggestions may, through an addendum to the bid document, communicate to the bidders the changes in its bid document, if any. Still, if exceptions / deviations are maintained in the bid, such conditional / non-conforming bids shall not be considered and may be rejected outright.	
A.2	Bidder shall note and fill up the columns of the BEC-MATRIX attached herewith against the Evaluation	

THE CONSULTANT

29

ONGC

Bmmatu

	Criteria as detailed hereunder and put his signature & seal on each page of Bid Evaluation Criteria and BEC-MATRIX, failing which the bid will be rejected. Point wise compliance has to be given by the Bidder.	
B.	REJECTION CRITERIA	
B.1	TECHNICAL REJECTION CRITERIA	
	The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:	
B.1.1	BROAD SCOPE OF WORK:	
	“Conceptualization, designing and planning, landscaping for construction of ‘Green, Energy Efficient, Intelligent and Barrier Free Building at Tripura Asset, ONGC, Badarghat, Agartala-799 014, preparation of complete Bid package for selection of EPC (LSTK) contractor through National Competitive Bidding, assistance during Pre-bid Conference, Evaluation of bids, recommendation for award, finalization of contract documents, review of residual engineering” as required and described in detail in the bid document. Bid should be complete and covering the entire scope of work. Incomplete and non-conforming bids will be rejected outright.	
B.1.2	EXPERIENCE CRITERIA: -	
B.1.2.a	The Architect or (in case of an architectural firm) one of the Directors or Principal Architects of the firm must be registered with the Council of Architecture (India).	
B.1.2.b	The Architect/Firm must have experience of Design(Architectural and structural) of multi-storeyed centrally air-conditioned corporate /commercial /office /hotel / specialty hospital building including services (either on his own or in association with service consultants) in the last seven years (To be reckoned from the last date of preceding month to the one in which bids are invited) as below: i. <i>Three</i> such works, each having cost of the project not less than Rs. 23.77 Crores OR ii. <i>Two</i> such works, each having cost of the project not less than Rs. 29.71 Crores. OR	

	iii. One such work having cost of the project not less than Rs. 47.54 Crores. Documentary proof in the form of copies of work order/contract, completion certificate and other relevant documents duly attested by the Notary public in support of the above to be submitted by the bidder.	
B.1.2.c	In addition to the experience criterion laid out at Sl. Nos. B1.2.a & B1.2.b the Architect/Firm shall have to score at least 70% marks against the Questionnaire for assessment of Architectural consultancy Firm placed at <u>Annexure-7</u> for becoming eligible to participate in the design competition.	
B.1.2.d	In case the bidder is an Indian company / Indian Joint venture company, either the Indian company / Indian Joint venture company or its technical collaborator / joint venture partner its leader should meet the criteria laid down at B1.2.a, B1.2b & B1.2c above.	
B.1.3	Details of experience and past performance of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), on works/ jobs done of Design(Architectural and structural) of multi-storeyed centrally air-conditioned corporate /commercial /office /hotel / specialty hospital building including services in the past indicating names and addresses of the clients are to be submitted along with the techno-commercial bid, in support of the experience laid down at Para B.1.2.a, B.1.2.b & B1.2c above.	
B.1.4	In case the bidder is a consortium of companies, the following requirement should be satisfied by the bidder: a) The leader of the consortium should satisfy the minimum experience requirement as per Para B.1.2.a, B.1.2.b & B.1.2c as above. b) The leader of the consortium should confirm unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender. This confirmation should be submitted along with the techno-commercial bid. c) All the members of the consortium must undertake in their MOU that each party shall be jointly and severally liable to ONGC for any and all obligations and responsibilities arising out of this contract.	
B.1.5	(a) Indian companies/ Joint Venture companies : Indian bidders whose proposal for technical collaboration/ Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and wherever Govt. approval is necessary, are required to submit copy of Govt. approval, on their application submitted to SIA, prior to the date of price bid opening. (b) Bidders should submit Memorandum Of Understanding (MOU) / Agreement with their technical collaborator/joint	

	venture partner (in case of Joint venture) clearly indicating their roles under the scope of work. (c) MOU/ Agreement concluded by the bidder with technical collaborator/ joint venture partner (in case of joint venture)/ Associate, should also be addressed to ONGC, clearly stating that the MOU /Agreement is applicable to this tender and shall be binding on them for the contract period. Notwithstanding the MOU/Agreement, the responsibility of completion of job under this contract will be with the bidder.	
B.1.6	Offers of those bidder(s) who themselves do not meet the experience criteria as stipulated as per B.1.2.a, B.1.2.b & B.1.2c above can also be considered, provided the bidder is a 100% subsidiary company of the parent company which itself meets the experience criteria as stipulated in B.1.2.a, B.1.2.b & B.1.2c. in that case as the subsidiary company is dependent upon the experience of the parent company with a view to ensure commitment and involvement of the parent company for successful execution of the contract, the participating bidder should enclose an agreement (as per the format enclosed) between the parent and the subsidiary company and Corporate Guarantee (as per format enclosed) from the parent company to ONGC for fulfilling the obligation under the Agreement. ONGC will consider the bids of Parent/Subsidiary company(ies) based on experience / capabilities of any of them, provided all the companies referred to in the bid are controlled by a single parent company and they agree for joint and several responsibilities including corporate guarantee for successful execution of the contract.	
B.1.7	The bidder/ their consortium partner/their Associate should possess Electrical contractor's valid license issued by PWD or Govt. authority.	
B.1.8	Time Schedule for Completion Time schedule for completion of entire scope of work is 37 (Thirty seven) months from the scheduled date of commencement of work as detailed in the bid document.	
B.2	<u>COMMERCIAL REJECTION CRITERIA</u>	
	The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.	
B.2.1	<u>Proof of the sale/issue of bid document</u> The forwarding letter, in original, as a proof of issue of the tender document (purchased against payment of requisite tender fee), duly signed by tender issuing officer, must be sent by the bidder along with offer.	
B.2.2	<u>Acceptance of terms & conditions:</u> The bidder must confirm unconditional acceptance of all the terms & conditions of bid documents in the format given in tender document at Annexure-8.	
B.2.3	Offers of following kinds will be rejected: (a) Offers made without Earnest Money Deposit / Bid	

	Security / Bid Bond / Bank Guarantee for an amount of Rs5,94,000/- (Rupees five lakhs ninety four thousand only) along with the offer. (b) Telex/ Telegraphic /Fax/ E-Mail/ Xerox/ Photo copy offers. (c) Offers made by Agents/consultants / Retainers / Representatives / Association of foreign principals. (d) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid. (e) The prices which is not firm as specified by ONGC during the entire duration of the contract and with any qualifications (f) Offers which do not confirm to the completion period of contract indicated in the bid.	
B.2.4	Bidder shall bear all taxes, duties and levies including but not limited to Corporate Tax, VAT, Sales Tax, Service tax, Works contract tax, etc. as applicable, arising out of this contract. Bidder shall also bear the personnel Tax as applicable in respect of their personnel and their sub contractor's personnel, arising out of this contract.	
C.	EVALUATION OF BIDS	
C.1	This is a Two stage bidding process as detailed below: Stage-I. The bidders shall submit their Techno commercial bid. The bidders whose techno- commercial bids are found technically and commercially acceptable and the bidders who score 70% and above marks in overall assessment evaluated as per BEC criteria shall be short listed for participating in the Stage-II of the bidding process. Marking is for the purpose of qualification only. No preference shall be given to any bidder on the basis of ranking of marks. ONGC reserve the right to physically verify the relevant details submitted by the Bidder for the purpose of allocating the marks. Stage-II The bidders short listed after Stage-I as above shall be invited for participating in the design competition. They shall submit their Design concept in two stage system in separate sealed <u>envelope</u>. The envelope containing design concepts shall contain only the design concepts and related details. The bids shall be evaluated as follows: A. Evaluation of the design concepts of the short listed bidders by a Jury and	

	selection of maximum of 3(three) best design concepts in order of preference. B. Architectural Consultancy shall be awarded to the Consultant, whose design has been adjudged as the best by the Jury. NOTE : All bidders whose design concepts are selected by the Jury, except the one that is awarded the work will be paid a fixed participation fees of Rs. 100000/- (Rupees one lakh only)	
C.2	Purchase preference to central PSUs: ONGC reserves the right to allow Central PSUs, Purchase Preference facilities as admissible under the existing policy, the parameters of which are defined in Office Memorandum No. DPE/13(1)/2002-Fin dated 14/6/2002 (as amended from time to time) issued by DPE, under the Ministry of Heavy Industries and Public Enterprises.	
D.	GENERAL:	
D.1	The bidder through it's authorized signatory has to give an undertaking in the format given in tender document at Annexure-8 that his company / Firm etc. as the case may be, was never blacklisted by any Central Govt./State Govt./ State PSU/Central PSU.	
D.2	The BEC over-rides all other similar clauses operating anywhere in the Bid Documents.	
D.3	The bidder/contractor is prohibited to offer any service / benefit of any manner to any employee of ONGC and that the contractor may suffer summary termination of contract / disqualification in case of violation.	
E.	<u>Integrity pact:</u> The integrity pact is at Annexure-12. Bidders have to return the Integrity pact duly signed along with their techno- commercial bid failing which the bid shall be rejected out rightly. The Integrity Pact shall be signed by the same signatory who signs the bid i.e. who is authorized to sign the bid as per the instructions to bidders stipulated in the tender documents. All the pages of the Integrity Pact shall be duly signed by the Bidder's signatories. It should also be duly signed by witnesses.	

CERTIFICATE

All the terms and conditions of ONGC's tender documents for **tender No. TE1BC08002** are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer.

Certified that we have quoted for complete scope of work.

Place :

Signature

Date :

Organisation / Firm

Name and Designation

4-GENERAL CONDITIONS OF CONTRACT

1.0 Definition & Interpretation

1.1 Definitions:

The following words and phrases shall have the meanings hereby assigned to them except where the context otherwise requires:

- 1.1.1 The **"BID DOCUMENT(S)" / "TENDER DOCUMENTS"** shall mean the documents issued by ONGC to prospective Bidders, containing various Terms and Conditions, Scope of work, Building Brief, Building design basis, procedures, modes, methods and formats for the Bidders to prepare their BID for submission to "ONGC". The BID DOCUMENTS shall include Notice Inviting Tender, Instruction to bidders, General Terms and Conditions of Contract (GCC), design brief and Specifications, Time Schedule, Appendices and addendum / corrigendum, if any, issued by ONGC.
- 1.1.2 The **"BID" / "TENDER"** shall mean the proposal along with supporting documents and subsequent clarification / confirmations etc., submitted by the Consultant.
- 1.1.3 The **"Contract"** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Oil & Natural Gas Corporation Limited and the Architect/Firm together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 1.1.4 **Approval** means and include the written consent either manuscript, typewritten or printed statement under or over signature or seal as the case may be of the Company or their representative on documents/drawings or other particulars in relation to the contract; **"Approved"** means approved in writing.
- 1.1.5 **"CORPORATION/ ONGC/ OWNER "** means Oil and Natural Gas Corporation Ltd., incorporated under companies Act 1956 having its Registered office at Jeevan Bharti, Tower - II, 124 Cannought Circus New Delhi - 110001 and its Headquarters situated at Tel Bhavan, Dehradun-248 001& includes its successors, administrators, executors and assignees.
- 1.1.6 The **"ONGC's Representative" /"ENGINEER-IN-CHARGE"/ "EIC"/ 'Engineer'** shall mean the person(s) designated as such by ONGC to act for and on its behalf for operation and execution of this CONTRACT.

- 1.1.7 The **‘ENGINEER IN CHARGE’S REPRESENTATIVE’ / “EIC’s REPRESENTATIVE”** shall mean any personnel nominated from time to time by the Engineer In Charge for carrying out supervision of works or other duties as may be assigned to him by ONGC.
- 1.1.8 **“ARCHITECT”/“CONSULTANT”** shall mean the individual, firm or Corporation, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or Corporation, or the successors of such firm or Corporation and the permitted assignees of such individual, firm or Corporation.
- 1.1.9 **“CONSULTANT’S REPRESENTATIVE”** means any personnel nominated by the Consultant and notified in writing to ONGC / EIC to act on behalf of the Consultant and / or to perform the the services under the Contract.
- 1.1.10 **COMPLETION PERIOD** means the completion of Services as per the Scope of work by the date specified in the Contract.
- 1.1.11 **Scheduled Completion Date** means the date where the completion of Services is scheduled to be achieved in accordance with the Contract.
- 1.1.12 **“Certificate of Completion and Acceptance”** means certificate issued by Corporation stating that Consultant has satisfactorily performed the entire Scope of Work under the Contract and the Scope of Work added subsequently in accordance with provisions of the contract.
- 1.1.13 **Contract** means the agreement between Company and Consultant and will consist of the documents described in the agreement.
- 1.1.14 **Contract price** means the total sum payable to the Consultant, for complete consultancy services, for the entire scope of work and shall include all taxes/duties/charges payable to statutory authorities on Consultant’s fees, without any liability on the Company for any of these charges. The prices will remain firm and valid till completion of the work and shall not be subject to escalation on any ground whatsoever.
- 1.1.15 **Fees** mean the charges payable by the Company to the Consultant for the services rendered by the latter as per this contract.
- 1.1.16 **Parties** mean the Company and the Consultant and the term party means any of the parties.
- 1.1.17 **Project** means **“ARCHITECTURAL CONSULTANCY AND FOR CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA”**

Bmmeta

- 1.1.18 **Services** mean work to be performed by the Consultant as per scope of work.
- 1.1.19 **Work** shall mean work to be performed by EPC Contractor and their sub-contractors/ vendors.
- 1.1.20 **"APPENDIX" / "ANNEXURES" / "ATTACHMENTS"** means Annexure attached to this BID DOCUMENT / CONTRACT DOCUMENT and forming integral part of this BID / CONTRACT.
- 1.1.21 **"PRICE SCHEDULE" / "SCHEDULE OF RATES" / "SCHEDULE OF PRICES"** shall mean the Schedule of prices annexed to the CONTRACT.
- 1.1.22 **Notice in writing** or "written notice" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.1.23 **"Letter of Acceptance (LA)"** shall mean a written intimation by ONGC through a Telex/ Fax / Telegram / Letter to the successful Bidder (Consultant) that his bid has been accepted by ONGC in accordance with the provisions contained therein.
- 1.1.24 **"Work Order (WO)"** shall mean a written intimation by ONGC through a Telex/ Fax / Telegram / Letter to the Consultant on entering in Agreement/Contract with ONGC for the intended services.
- 1.1.25 The expression '**works**' or '**work**' shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- 1.1.27 **"SCOPE OF WORK"** means & includes all the Works / Services as detailed out under the Scope of Work of the CONTRACT.
- 1.1.28 **"Site"** shall mean the site of the contract works including any buildings and erections thereon and any other land (inclusively) as aforesaid allotted by the CORPORATION for the purpose.
- 1.1.29 **"Drawings"** means drawing included or referred to in the tendering documents & any modification thereof approved in writing by the Corporation's representative & any additional drawing which may from time to time be ordered, furnished or approved in writing by the Corporation's representative or his authorized representative or required



to be produced by the Architect/Firm as per the provisions of tender.

1.1.30 "**AS-BUILT Drawings**" means as constructed drawings of the Project after incorporating any changes found necessary during execution.

1.1.31 "**Schedule of Quantities**" means the Schedule of Quantities of items, materials & rates, summaries, etc. as finally accepted.

1.1.32 "**Specification**" means the specifications of materials/finishes etc. including relevant Indian standard specification where so required and where such a specification is not available, the specification approved by the Engineer in Charge.

1.1.33 "**Day**" means a Calendar day of twenty four (24) consecutive hours beginning at 0000 hours (midnight) and ending at 2400 hours (midnight) as referred to local time at the Site

1.1.34 "**Week**" means seven consecutive calendar days.

1.1.35 "**Month**" means calendar month.

1.1.36 "**Kick-off Meeting**" means a meeting convened by the Corporation to discuss and finalize the Work execution plan and procedures with the Consultant.

1.1.37 "**CONFIDENTIAL INFORMATION**" shall mean all information relating directly or indirectly to the WORK, which is disclosed to CONSULTANT by or on behalf of ONGC, and to ONGC by or on behalf of CONSULTANT.

1.2 INTERPRETATION

1.2.1 Words imparting the singular meaning only also include the plural and vice versa except where the context otherwise requires.

1.2.2 Words as defined in the entire Clause No. 1.0 Titled "Definitions" In capital letters are also appearing in the Tender Document in 2nd alphabet, or first letter in capital followed by 2nd alphabet letters. These are to be treated as same i.e. word "CONTRACT" or "Contract" or "contract" will have the same meaning unless context specifically warrants otherwise.

1.2.3 Reference to "Section", "Clause", "Article" and "Provision" shall have the same meaning.

1.2.4 The **Marginal Notes/ Headings/Titles/ Catch Lines** and sub-titles in these Conditions of Contract are included solely for convenience of reference and shall not be deemed to be part thereof and shall not affect the meaning or operation of the Contract.

1.2.5 Whenever it is mentioned in the CONTRACT DOCUMENT that the Consultant shall perform certain WORK or provide certain services / facilities, it is understood that the Consultant shall do so at his cost.

1.2.6 Unit of Measurement

All the Drawings and Specifications prepared by the Consultants shall be in Metric System.

2.0 COMMENCEMENTS AND COMPLETION PERIOD OF CONTRACT:

The commencement date of the Contract is date of this agreement. The Schedule Completion Date of the Contract for the firm scope of work shall be the actual date of obtaining completion certificates from ONGC PLUS twelve months for settlement of post-completion issues and defect liability period, of the Project. The schedules of completion of the following activities shall be as follows:

Sr. No	Description of Activity	Time Schedule of Completion
1	Submission of conceptual drawings (elevations, sections, all different floor plates, perspectives, etc.), interior layouts of all floors, preliminary estimates.	30 days from the date of signing of this agreement.
2	Submission of a technical brief about the feasibility or non-feasibility of the various features mentioned in the indicative design brief under scope of work with justification, and cost-benefit ratio for 'Green' building features.	30 days from the date of signing of this agreement.
3	3D Walk-through presentation.	60 days from the date of approval of concept & interior layout by Company. This activity shall run parallel with activity No.4
4	Submission of detailed estimate and good for tendering drawings based on Front End Engineering Design (FEED), Vetting of structural design, Material selection as per Green Building requirement, Energy modeling, Interior planning, Electrical and HVAC planning, Communication planning, Structured cabling, planning for Wi-Fi systems, fire fighting plan and landscape plan.	90 days from the date of approval of concept & interior layout by Company.
5	Preparation of Bid document/ Bid evaluation criteria (BEC) for open tender for engagement of LSTK contractor for construction.	14 days from the date of approval of the detailed specifications and estimates by the Company.
6	Issue of NIT	10 days from the date of approval of bid documents.
7	Pre-bid Conference, Receipt/ Opening Technical bids of LSTK contractors. Approval of plans from relevant Statutory Authorities	70 days from the date of publication of NIT.
8	C.S. preparation, vetting & Technical Bid Evaluation, Clarification if any, recommendations & approval for selection of LSTK contractors for opening their Price bids.	30 days from date of opening of Technical bids.
9	Opening of Price bids, C.S. preparation, vetting, Evaluation of Price-bid, recommendations & acceptance	25 days from the date of approval of Technical Bids

THE CONSULTANT

40

ONGC

Bmmatu

	for selection of LSTK contractor, issue of NOA	by the Company.
10	Signing of Agreement with LSTK contractor and issue of Work Order	30 days from the date of issue of NOA by the Company.
11	Review and approval of shop drawings & details.	Within 7 working days of receipt of shop drawings & details by the consultant from the LSTK contractor.
12	Site supervision	Occasionally as and when required by the Company throughout the project execution.
13	Physical completion of work in all respects by the LSTK contractor.	22 months from the date of NOA placed on the LSTK contractor.
14	Obtaining Occupancy certificate from local authorities,	3 months from the date of physical completion of work by the LSTK contractor.

The Company shall accord approvals as and when required within 15 (fifteen) working days of receiving the documents. However, Consultant shall not be entitled to any compensation on account of delay in approvals by the Company.

3.0 CONTRACT DOCUMENT

3.1 Governing Language

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

3.2 Entire Agreement

The Contract constitutes the entire agreement between the Company and the Consultant with respect to the subject matter of the contract and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of the Agreement.

This Contract shall not be assigned to any other party by either party without written consent of other party.

3.3 Amendments to the Contract

No amendment or other variations of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract and is signed by a duly authorized representative of each party here to.



4.1 General Obligations of the Consultant

- 4.1.1** The scope of work for consultancy services does not mean that Consultant will limit their work to that extent only but it can be added/ supplemented so as to make it complete and meaningful in accordance with Clause No. 4.4.
- 4.1.2** The Consultant shall follow all Govt. of India rules, procedures, regulations while doing architectural designing, architectural detailing, detailed engineering, detailed estimation, preparation of market rates, acceptance of tender, quality control, and instructions of various agencies having jurisdiction on implementation of the project, issued from time to time to ensure strict adherence to laid down procedure.
- 4.1.3** The Consultant shall ensure that the interest of the Company as the Principal Employer of labour deployed at the project site is fully guarded.
- 4.1.4** The Consultant will be responsible for facilitating statutory inspections / ONGC and will complete the work in accordance with their observations / directives.
- 4.1.5** Ownership of engineering/ estimation and responsibility for the adequacy of it shall remain on the Consultant, irrespective of the fact that the Company comments/ approves on it.
- 4.1.6** The Consultant shall be responsible for all the activities related to work under the Contract or other obligations hereunder directly or indirectly associated herewith.

4.2 Unit of Measurement

All the drawings and specifications prepared by the Consultant shall be in Metric system.

4.3 Time Span for Responsibility of Services

From the time of commencement of the Services to the Completion and acceptance by Company, Consultant shall be fully responsible for the completion of the Scope of Contract.

4.4 VARIATIONS

4.4.1 Changes

Company has the right at any time to make a variation in the Services. Variations must be in writing and if authorized by



Company and generally in accordance with the procedures set out in this clause 4.4, shall constitute variation orders, and Consultant shall promptly perform the Services in accordance there with. A variation order will not affect the rights or obligations of the Company unless as otherwise explicitly provided therein and all provisions of the Contract will apply thereto.

4.4.2 Consultant's request for a change

If Consultant believes that any instruction, interpretation or decision of the Company or the occurrence of any event affects the Services so as to qualify as a variation to the Services under Clause 4.4.6 then Consultant shall give prompt notice to the Company within 10 days thereof prior to proceeding with the Services affected. If the Company reasonably judges that said instruction, interpretation, decision or event requires a variation order, the Company will authorize the same. However, no requested variation will be authorized, if the Company reasonably judges that:

4.4.2.1 Consultant's work was affected by the fault or negligence of Consultant or Consultant's failure to comply with the requirements of the Contract, or

4.4.2.2 The instruction, interpretation, decision or event, which has affected Consultant's work, is consistent with the requirements of the Contract.

4.4.3 Valuation of Variations

The additions to or deletions from the Services that are allowable as variations will be valued on the basis of an agreed amount required for performing the Services in accordance with the relevant variation that will be added to or deducted from the Contract price.

4.4.4 Authorization of a Variation

Authorization of a variation must be in writing by the Company before Consultant proceeds therewith. The authorization will include in addition to a valuation in accordance with Clause 4.4.3, prior agreement by the Company and Consultant on the reasonable effect of a proposed variation on the schedule completion date and Contract price. The authorization shall then constitute Variation Order. However, in circumstances, which the Company reasonably judges to be exceptional, the Company may authorize and instruct Consultant to proceed with a variation on the basis that the parties will agree on the reasonable effect of the

variation as soon as possible, and Consultant shall proceed accordingly.

4.4.5 Non – Variation

Consultant shall not be entitled to a variation order in circumstances attributable to any error by Consultant.

4.4.6 Major Changes Only

Only variations that constitute major changes shall be regarded as qualifying as variations under this Clause 4.4 for the purpose hereof, “major changes” mean activities

- a) The subject of an instruction by the Company which is additional to or a reduction in the scope of Services or
- b) Which are not consistent with the activities which Consultant can show he has expressly assumed in any part of his tender forming part of the scope of the Services on which he has priced, which has an impact on price, or
- c) Variations each of which do not qualify under a) or b) but which in the aggregate have cumulative effect which have an impact on price. “Major changes” do not include any instruction on interpretation or decision of the Company or events which relate to the Services which are consistent with the requirements of the scope of Services, regardless of whether they have an impact on price.

4.4.7 Extension to Programme

Should Consultant consider that any acts or omissions of Company cause Consultant to be delayed in the performance of the Contract, Consultant shall be entitled to give notice under Clause 4.4.2 and parties will proceed in accordance with the provisions of Clause 4.4.

5.0 Ownership of Records and Materials

All plans, data, maps, Drawings, specifications, applications to statutory authorities, provisional certificates, and all other documents obtained by Consultant in performing the services shall be the property of the Company and shall so far as necessary be held in temporary custody of Consultant. Upon completion of the job or termination of the Agreement by the Company whichever shall first occur, all aforesaid documents including original thereof shall be handed over to the Company in accordance with such arrangements as may be prescribed by the Company. Consultant shall not make copies or utilize in any other manner, any of the documents referred to here in for purpose other than the contracted services without the prior written consent of the

Company. Similarly, documents prepared by Consultant shall also remain the property of Company and Consultant will not divulge or publish any contents without prior specific approval of the Company.

However any consultant work procedures/ proprietary information shall not become the property of Company.

6.0 Confidential handling of Information

6.1 Consultant shall ensure confidential handling by its own personnel of all matters pertaining to plans, policies, cost and other information relating to the project developed or acquired by means of the Agreement/Agreements that will be entered into between the Company and other contractor/contractors.

6.2 Such information shall not be revealed by Consultant to any of its personnel or any other person except such individual who requires such information in order to perform the services hereunder.

6.3 Consultant shall not prepare articles or photographs for publication or speeches about the services and/or the project or facilities or installations or any other information concerning the Company operations without prior written consent of the Company.

7.0 Compliance with Laws

Consultant shall comply with all laws, regulations and requirements of appropriate Govt., Port, local or other statutory Authorities in India and labour laws including but not limited to Workmen Compensation Act during the performance of the Contract.

8.0 Notices

All notices, requests for consents required or permitted to be given or made pursuant to this agreement by any party to another shall be sufficiently given in writing in English and shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, Fax to such party.

9.0 Deleted

10.0 Contract Price and payment Procedure:

10.1 Contract Price means:

PRODUCT of The Percentage Fee specified in the price schedule (Annexure-18)

AND the LEAST of

Estimated cost as per detailed estimate prepared by the Consultant for the work to be executed by the EPC (LSTK) contractor (excluding contingencies and service tax, if any)

OR

The actual executed value of the work done by the EPC contractor, (excluding escalation payable to EPC contractor, cost of extra items payable to EPC contractor due to fault/negligence/oversight of the Consultant, and service tax, if any, paid by EPC contractor).

10.2 Contract price is inclusive of all taxes/duties/charges payable to statutory authorities on Consultant's fees. In other words Consultant shall bear all taxes and duties but not limited to Service Tax Income Tax under IT Act 1961, personal taxes etc. levied or imposed on the Consultant on account of 'Fees' received by it from the Company for the work done under this Contract. It shall be the responsibility of the Consultant to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time. It is expressly agreed that no tax, levy, cess, duty shall be borne by the Company under this Contract.

10.3 Company shall pay to the Consultant for satisfactory completion of the Scope of works under the contract at the agreed Contract price.

10.4 Any payment shall however be due only after signing of the contract and Consultant furnishes to the Company Performance Guarantee (as per clause 27). Consultant shall submit (maximum of one invoice per month) the invoices duly accompanied by the required supporting documents. Company shall make payments for undisputed amount of such invoices within 30 working days from the date of receipt of invoice.

All payments by the Company shall be remitted through Electronic Clearing System (ECS) to the Consultant's bank account. The Consultant shall provide details of bank account along with MICR/IFSC number of the bank and branch at the time of submission of their invoices.

10.5 No advance payment shall be made to the Consultant by the Company.

10.6 Milestone payment schedule for various activities are as under:

Sr. No.	Milestone achieved	Extent of payment
---------	--------------------	-------------------

Bmmetu

1.	Stage 1 On submitting conceptual designs and rough estimate of cost.	10% of total fees payable, based on preliminary cost estimate, to be adjusted in the final bill.
2.	Stage 2 On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.	20% of total fees payable, based on preliminary cost estimate, less payment already made at Stage 1, to be adjusted in the final bill.
3.	Stage 3	
	a. On incorporating Client's suggestions and submitting drawings for obtaining approval from the Client/statutory authorities.	30% of the total fees, based on preliminary cost estimate, less payment already made at stages 1 and 2, to be adjusted in the final bill.
	b. Upon client's / statutory approvals necessary for commencement of construction	35% of the total fees, based on preliminary cost estimate, less payment already made at stages 1 to 3a, to be adjusted in the final bill.
4.	Stage 4 Preparation of working drawings, specifications and schedule of quantities with detailed estimate of cost and preparation of tender documents for, Vetting of structural design from IIT, on approval of detailed estimate and design.	45% of the total fees, based on detailed cost estimate, less payment already made at stages 1 to 3, to be adjusted in the final bill.
5.	Stage 5 On inviting, receiving and analyzing tenders; advising Client on appointment of contractors, award of work to EPC/ LSTK &TPI.	55% of the total fees, based on detailed cost estimate or value of contract awarded to the EPC, whichever is the least, less payment already made at stages 1 to 4, to be adjusted in the final bill.
6.	Stage 6	
	a. On submitting working drawings and details required for commencement of work at site.	65% of the total fees, based on detailed cost estimate or value of contract awarded to the EPC, whichever is the least, less payment already made at stages 1 to 5, to be adjusted in the final bill.
	b. Review of shop drawing & detailing as prepared by EPC contractor, Advise in project management & site supervision work, etc. during the EPC contract period.	

		i	On completion of 20% of the work	70% of the total fees, based on detailed cost estimate or value of contract awarded to the EPC, whichever is the least, less payment already made at stages 1 to 6a, to be adjusted in the final bill.
		ii	On completion of 40% of the work	75% of the total fees, based on detailed cost estimate or value of contract awarded to the EPC, whichever is the least, less payment already made at stages 1 to 6b(i), to be adjusted in the final bill.
		iii	On completion of 60% of the work	80% of the total fees, based on detailed cost estimate or value of contract awarded to the EPC, whichever is the least, less payment already made at stages 1 to 6b(ii), to be adjusted in the final bill.
		iv	On completion of 80% of the work	85% of the total fees, based on detailed cost estimate or value of contract awarded to the EPC, whichever is the least, less payment already made at stages 1 to 6b(iii), to be adjusted in the final bill.
		v	On Virtual Completion of work	90% of the total fees, based on detailed cost estimate or value of contract awarded to the EPC, whichever is the least, less payment already made at stages 1 to 6b(iv), to be adjusted in the final bill.
7.	Obtaining completion certificate and occupancy certificate from the Govt. authorities.			Balance fees within three months, based on detailed cost estimate or actual value of executed work by the EPC, whichever is the least, less payment already made at stages 1 to 6.

10.7 Statutory payments to Govt. bodies for obtaining requisite clearances for the building construction, payments to 'Commissioning Agent', 'TPI Agency' and IIT shall be paid directly by ONGC to the concerned agency as per actual, and no consultancy fees will be paid to the Consultant, thereon.

However, it is the responsibility of the Consultant to get all the necessary clearances/ permissions, and facilitate in making the necessary payments to the respective agencies.

11.0 Duties and Taxes

- 11.1** Consultant shall bear all Taxes, levies, duties, cess levied on consultant and their personnel on account of payments received by it from the Company for the scope of work done under the contract at the applicable rate on payments made to the Consultant under this Contract.
- 11.2** It shall be the responsibility of the Consultant to submit to the concerned Indian authorities the tax returns and any other documents if required for this purpose. The Consultant shall also provide the Company such information, as it may require, in regard to the Consultant's income and expenditure under the contract for this purpose.
- 11.3** Necessary deduction on account of Income Tax and any other taxes at source, applicable on payments to Consultant under this contract will be made as per tax provisions under applicable Acts and Rules, and necessary certificate shall be issued by the Company to the Consultant accordingly.

12.0 Personal Taxes

Consultant shall bear all personal taxes as may be imposed on his employees and the employees of his associates etc., on account of their association with or for performance of work in India and comply with the requirement under the provision of Income Tax Act 1961/ Service Tax Act or such other taxes.

12.0 Patents

- 13.1** Consultant shall hold harmless and indemnify the Company from and against all losses, damages and expenses arising from any claim, for infringement of a patent, copy rights in existence or to be granted on an application published prior to final acceptance of the services under the agreement, with respect to or arising out of the use of supply of tools, equipment machinery materials or composition of material and practice of employment of methods and processes in the performance of the services.
- 13.2** Consultant shall promptly notify the Company if Consultant has or acquired knowledge of any patent under which a claim or suit for infringement could be reasonably brought because of the use by the Company or its agent of any tool, equipment machinery materials

composition of materials, process of methods to be supplied or covered under the Contract.

14.0 ARBITRATION CLAUSE

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder:

14.1 A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 60 days notice to the other party. The notice invoking arbitration shall specify all the points of disputes with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.

14.2 The number of the arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of arbitrator	Appointing authority
Upto Rs. 5 crore	Sole Arbitrator	ONGC
Above Rs. 5 crore	3 Arbitrators	One arbitrator by each party and the 3 rd arbitrator, who shall be the presiding arbitrator, by the two arbitrators.

14.3 The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of this arbitration clause. No person shall be appointed as arbitrator or presiding arbitrator who does not accept the conditions of this arbitration clause.

14.4 Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of ONGC and/or is a retired officer of ONGC / any PSU. However, neither party shall appoint its serving employee as arbitrator.



14.5 If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

14.6 Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

14.7 The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and Counter Claims (excluding interest)	Period for making and publishing of the award (counted from the date of first meeting of the arbitrators):
Upto Rs. 5 Crore	Within 8 months
Above Rs. 5 Crore	Within 12 months

The above time limit can be extended by the arbitrator, for reasons to be recorded in writing, with the consent of the parties.

14.8. Arbitrators shall be paid fees at the following rates:

Amount of Claims and Counter Claims (excluding interest)	Lump sum fees (including fees for study of material, writing of the award, secretarial payable to each arbitrator (to be shared equally by the parties))
Upto Rs 50 lac	Rs. 7,500 per meeting subject to a ceiling of
Above Rs 50 lac to Rs 1 crore	Rs. 90,000/- plus Rs. 1,200/- per lac or a part subject to a ceiling of Rs. 1,50,000/-
Above Rs. 1 Crore and upto Rs. 5 Crores	Rs. 1,50,000/- plus Rs. 22,500/- per crore or subject to a ceiling of Rs. 2,40,000/-
Above Rs. 5 Crores and upto Rs. 10 Crores.	Rs. 2,40,000/- plus Rs. 15,000/- per crore or subject to a ceiling of Rs. 3,15,000/-
Above Rs. 10 crores	Rs. 3,15,000/- plus Rs. 12,000/- per crore or subject to a ceiling of Rs. 10,00,000/-

For the disputes above Rs. 50 lacs, the Arbitrators shall be entitled to an additional amount @ 20% of the fee payable as per the above fee structure.

14.9 If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrators shall be determined as under:

- (i) 25 % of the fees if the claimant has not submitted statement of claim.
- (ii) 50 % of the fees if the award is pending.

14.10 Each party shall pay its share of arbitrator's fees in stages as under:

- (i) 25% of the fees on filing of reply to the statement of claims.
- (ii) 25% of the fees on completion of evidence.
- (iii) Balance 50% at the time when award is given to the parties.

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

In case of sole arbitrator, ONGC shall make all necessary arrangements for his travel stay and the expenses incurred shall be shared equally by the parties.

14.12 The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

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

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

15.0 Governing Law and Jurisdiction

The Contract shall be governed by the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Agartala.



16.0 Workmen

- 16.1 Consultant shall depute its' representatives having adequate experience for the assigned job during review of residual engineering activities and site supervision jobs immediately after intimation by Company.

Engineers who are necessary for rendering the Services in this contract shall be deputed properly at appropriate time for various works.

- 16.2 The Company may at any time object to and require the Consultant to remove from the work an Engineer, if in the opinion of the Company representative, the person in question has misconducted himself or his employment is otherwise considered undesirable or professionally incompetent. The Consultant shall forthwith remove and shall not again employ the person in question for the work without a written consent of the Company's representative.

17.0 Force Majeure

- 17.1. The term "Force Majeure" as employed herein shall mean act of God, revolt, riot, fire, flood, war, cyclone, earthquake, tsunami and Acts and Regulations of state/central Government.
- 17.2. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.
- 17.3. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 72 (seventy two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 17.4. In the event of the Consultant being unable to perform its obligations due to Force Majeure as above, the Consultant shall help the Company by making alternative arrangement as far as it can, so that the work does not suffer.
- 17.5. The period of contract shall stand automatically extended corresponding to the period lost due to Force Majeure conditions and the consultant shall not be entitled for any compensation for the Force Majeure period.
- 17.6. In case of the Force Majeure conditions lasting more than six months, Company shall have the right to terminate the contract.

17.7. Delay or non-performance by a party hereto caused by the occurrence of any event of Force Majeure shall not:

(a) Constitute a default or breach of the Contract,

OR

(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of an event of Force Majeure. Force Majeure conditions are not payable under any circumstances.

18.0 Failure & Termination

Time for completion as mentioned under 'Completion Schedule' Clause 2.0 above shall be of utmost importance for the Contract. If the Consultant fails to complete the entire Works or any part thereof before the respective scheduled completion dates fixed for the part/ entire works, or if the Consultant repudiates the Contract before completion of the Works, the Company may without prejudice to any other right or remedy available to the Company under the Contract, terminate the contract and get work completed from alternate source reserving the right to invoke the Performance/Security Bank Guarantee of the Consultant.

19.0 Termination

Company may at any time terminate the Contract by giving 30 days notice without assigning any reason. In case of such termination of the Contract, at Company's discretion, full compensation shall be payable to Consultant for all the services performed till the date of termination and when such termination is due to the default of Consultant or for any breach of the terms of the contract attributable to the consultant then, no compensation shall be payable to Consultant (other than in respect of the Services satisfactorily performed up to the date of termination) and Company shall have absolute right to invoke the Performance/Security Bank Guarantee. In this regard, decision of the Company shall be final and binding on the Consultant.

Consultant shall deliver to Company all the relevant papers such as complete drawings, applications made to various authorities, provisional certificates, etc. and other similar documents relevant to the work as are in its possession in either case of the termination as above mentioned.

20.0 Documents Schedule:

Consultant shall furnish to the Company within ten days period from award of contract a complete list of all documents, which will be prepared and will be the part of the Scope of Work. The schedule of



documents shall show the document number, title, revision number, issue number together with the date of issue. A revised schedule shall be furnished periodically at least on a monthly basis, until the Scope of Work is completed.

21.0 Submission of Documents:

The Consultant shall furnish to the Company with the requisite number of complete sets of contract deliverables as specified in Scope of Work.

22.0 Progress Report:

Consultant shall make every effort to keep Company adequately informed and advised, during their visits of site of work, as to the progress of the work through out the Contract period.

The consultant will adopt PRIMAVERA/ MS PROJECT (latest available version) software package with Web-based features for progress monitoring and reporting. However, the Company will not reimburse cost of the software.

23.0 Review of the documents:

Company reserves the right of review the work to the extent it considers this necessary and in particular but not limited to:

- Ensure conformance to scope of work and other contractual obligations
- Ensure conformance to governmental rules and regulations
- Ensure minimum overall consultancy services cost to Company
- Ensure timely completion of the work

Company's review will in no way relieve Consultant of his responsibility to conform to scope of work or other contractual obligations.

The Consultant will be responsible for developing and furnishing all relevant information with supporting documents along with its recommendations.

Company or its representative will review all facets of Consultant's recommendations including the design basis for the recommendations. Consultant shall furnish supporting documentation including calculations for its recommendations.

24.0 Access

Any person/representative of Company, designated in writing by Company shall have free access to and the right to inspect any part of the scope of services at any time while being performed by the consultant.

24.1 Non-waiver of Defaults

If Company, in any instance, does not insist upon strict performance of any of the terms and conditions of this Agreement or does not exercise any option herein conferred, it shall not be construed as a waiver or relinquishment in the future of any such terms and conditions of the Agreement and shall not relieve Consultant from their obligations and responsibility under this Contract.

25.0 Indemnity

25.1 Indemnity by Consultant:

Consultant shall indemnify and keep indemnified Company, its other contractors and/or sub-contractors and its/their employees from all actions, proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith including but not limited to:

- a) Personal injury, illness or death of:
 - i) Any of Consultant's or subcontractor's personnel (even if caused by or contributed to by the negligence or fault of Company); and
 - ii) subject to clause 24.2(a)(i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of the Consultant or Consultant's personnel or subcontractors or subcontractors' personnel and
- b) Loss or damage to:
 - i) any property owned, hired or supplied by Consultant or Consultant's personnel or subcontractors or subcontractors' personnel including Constructional Plant (even if caused by, or contributed to by, the negligence or fault of Company); or
 - ii) subject to clause 24.2(b)(i) any other property to the extent that the loss or damage is caused by the negligence or fault of the Consultant or Consultant's personnel or subcontractors or subcontractors' personnel.

25.2 Indemnity by Company:

Company shall indemnify and keep indemnified Consultant (which expression in this clause includes, unless the context otherwise requires. Subcontractors of any tier and its/their employees) from all actions,



proceedings, suits, claims, demands, liabilities, damages, losses, costs, charges, expenses, judgments and fines arising out of or in the course of, or caused by the execution of work under the Contract or other obligations hereunder directly or indirectly associated herewith including but not limited to:

- a) Personal injury, illness or death of
 - i) Any employee of the Company (even if caused by or contributed to by the negligence or fault of Consultant);
 - ii) subject to clause 24.1(a)(i) any other person to the extent that the injury, illness or death is caused by the negligence or fault of Company; and
- b) Any loss or damage to:
 - i) Any property owned, hired or supplied by Company (even if caused by or contributed to by the negligence or fault of Consultant); except to the extent that such property is in the care or custody of Consultant in connection with the work under the Contract.
 - ii) Subject to clause 24.1(b)(i) any loss or damage to any other property to the extent that the loss or damage is caused by the negligence or fault of Company

26.0 Warranties

26.1 Consultant, warrant that the work will be carried out with due diligence and according to good engineering practices and with not less than the care and skill normally employed by/expected of reputed and experienced engineers engaged in the type of services provided under this Contract.

26.2 Consultant will exercise all reasonable skill, care and diligence in the performance of the work and will carry out the work in accordance with prudent engineering practice, commensurate with one skilled in the engineering disciplines called for herein. Consultant shall be responsible as set-forth herein, for any discrepancies errors or omissions in the drawings, prepared for the Project, documentation supplied by it or approved by it on behalf of Company whether the same shall have been approved by the Company's representative or not, provided that such discrepancies, errors, or omissions are not due to inaccurate information furnished by Company to Consultant, and shall at its expense upon the Company's request, promptly rectify the deficiency by amending/replacing or supplementing the deficient drawings, documentation as appropriate.



27.0 Limitation of Liability

- 27.1** The Consultant's sole liability and Company's sole remedy for any default by the Consultant under Clause 25.0 is to re-perform free of cost that part of the Services as a directly and indirectly affected thereby.
- 27.2** The Consultant's guaranties, warranties, obligations, and liabilities arising out of or in connection with the Contract and / or the Services are exclusively and exhaustively set out in the Contract, whether or not such guaranties warranties, obligations and liabilities would otherwise arise by statute, Contract, tort (including but not limited to negligence) or otherwise at law.
- 27.3** The exclusions and limitations of liability set out in the Contract shall apply irrespective of whether liability arises by statute, Contract, tort (including but not limited to negligence) or otherwise at law.

28.0 Performance Guarantee and Warranty

- 28.1** Consultant shall furnish to the Company within 15 days from the date of signing of this Agreement, an unconditional and irrevocable Performance/Security Bank Guarantee for due performance of the contract, as per Pro-forma given at **Annexure-10**, for a sum equivalent to 10% of the contract price (annualized). Only and only for purpose of this clause, initially the contract price will be considered as the product of the Percentage fees specified in the price schedule (Annexure-18) and the preliminary estimated cost of Rs.2.97 Crores, estimated by the Company. Once the detailed estimate is prepared by the Consultant for the work to be executed by the EPC (LSTK) contractor then the contract price will be considered as the product of the Percentage fees specified in the price schedule (Annexure-18) and aforesaid detailed estimate (excluding contingencies and service tax, if any). In case the aforesaid detailed estimate prepared by the Consultant (excluding contingencies and service tax, if any) is more than the preliminary estimated cost of Rs.2.97 Crores, then the Consultant will give revised Performance/Security Bank Guarantee for a sum equivalent to 10% of the contract price (annualized) based on the aforesaid detailed estimate prepared by the Consultant.

The Performance/Security Bank Guarantee provided by the Consultant on the basis of the preliminary estimated cost will remain valid and in force till it is not substituted with revised Performance/Security Bank Guarantee of the Consultant. Once the revised Performance/Security Bank Guarantee is provided, the Performance/Security Bank Guarantee initially provided on the basis of the preliminary estimated cost will be returned by Company.

The irrevocable Performance/Security Bank Guarantee shall be drawn in favour of the Company and shall be valid from the date of signing of the **Agreement no. ----- dated -----** between Company and

Bmmetu

Consultant, and shall remain valid till the actual completion date plus the Defect Liability Period/Warranty Period (i.e. Twelve months) plus Sixty days.

- 28.2** In the event completion of Works is delayed beyond the Scheduled Completion Date for any reasons whatsoever, Consultant shall suitably extend the validity of the Performance/Security Bank Guarantee so as to make it valid for 12 months (i.e. warranty period) plus 60 days from the actual date of completion of Project.
- 28.3** Company shall have the right under this guarantee to claim the amount there under in the event of Consultant failing to honour any of the commitments entered into under this contract. In case Consultant fails to furnish the requisite Performance/Security Bank Guarantee as stipulated above, then the Company shall have the option to terminate the contract and no compensation for the Works performed shall be payable upon such termination. Upon completion of Works the above said guarantee shall be considered to constitute Consultant's warranty. The warranty shall be in force for 12 months (i.e. warranty period) plus 60 days, from the actual completion date of the Project.
- 28.4** Notwithstanding what has been stated here above in this Clause in the event of completion of project being delayed beyond the Scheduled Completion Date(s) or extended date(s) extended as per provision of the Agreement, Company may without prejudice to any other right or remedy available to Company under the Agreement, operate the Performance/Security Bank Guarantee to recover the liquidated damages leviable as per Clause 27.7. The Performance/Security Bank Guarantee amount shall there upon be increased to the original amount, or Consultant may alternatively submit a fresh Performance/Security Bank Guarantee for the equivalent amount of liquidated damages recovered.
- 28.5** The value of the Performance Bank Guarantee for warranty period shall be limited to 5% of the contract value (Annualized).
- 28.6** Performance/Security Bank Guarantee shall be returned to the Consultant after satisfactory completion of the Contract.
- 28.7 Non Performance**
- 28.7.1** In the event of non-performance of the Contract, the Company shall timely notify the Consultant in writing, stating the basis of Company's finding of material breach. Company's notice shall afford Consultant seven (7) calendar days in which to take corrective action or present an acceptable plan to Company for remedying the breach to Company's satisfaction. In the event the Consultant fails to take corrective action or to present an acceptable plan to Company for remedying the breach within

Bmmetu

seven (7) days, and continues to be in breach of contract, Company shall notify Consultant that it is in default and Company shall have the right under the contract to invoke the Performance/Security Bank Guarantee and claim the amount there under, and no further payment of Fee will be due and payable by the Company.

28.7.2 If the Consultant is notified to be in default by the Company or fails to complete the entire Works or any part thereof before the scheduled completion date or the extended date or if the Consultant repudiates this contract before completion of the Works, Company may without prejudice to any other right or remedy available to Company as under this contract.

A. Shall recover from the Consultant as ascertained and agreed liquidated damages and not by way of penalty, a sum equivalent to 0.5% (Zero point five percent) of the 'Contract Price' for each week of delay or pro rata for part thereof beyond the scheduled completion or mutually agreed extended completion date, subject to a maximum of 10% (Ten percent) of the total 'Contract Price' payable to the Consultant.

AND/OR

B. Terminate the contract or a portion or part of the Work thereof. Company shall give 14 days notice to the Consultant of its intention to terminate the contract and shall so terminate the contract and Company would be free to take action for completion of remaining works at the risk and cost of Consultant, unless during the 14 days notice period, the Consultant initiates remedial action acceptable to Company.

The parties agree that this is a genuine pre-estimate of the loss/ damage which will be suffered on account of delay/ breach on the part of the Consultant and the said amount shall be payable on demand without being any proof of the actual loss or damage caused by such delay/ breach.

Company may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Consultant in its hands (which includes Company's right to claim such amount against the Consultant's Performance/Security Bank Guarantee) or which may become due to the Consultant. Any such recovery of liquidated damages shall not in any way relieve the Consultant from any of its obligations to complete the Works or from any other obligations and liabilities under the contract.



29.0 SECURITY DEPOSIT:

29.1. The Performance/Security Bank Guarantee submitted by Consultant, shall be treated as security deposit.

29.2. The Performance/Security Bank Guarantee of Consultant, shall be released only after Consultant produces Completion Certificate and Occupancy Certificate from the Regulatory Agency(ies) authorized to issue the same, completion of Defects liability period (i.e. twelve months from the date of completion certificate issued to the EPC contractor), and settlement of all issues/ observations raised by statutory inspections / ONGC.

30.0 Subsequent Legislation

30.1 Notwithstanding the provision of Clause 11.0, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or Public Body or any change in the interpretation by the Supreme Court of India of any said Act or law, rules or regulations which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract and which results in increased cost of the Services under the Contract through increased liability of taxes (other than personnel or Corporate taxes), duties, fees, the Consultant shall be indemnified for any such increased cost by the Company subject to production of documentary proof to the satisfaction of the Company, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

30.2 Notwithstanding the provision of Clause 11.0, similarly, if introduction of new legislation or any change or amendment or enforcement of any Act or Law, Rules or Regulations of Government of India or Public Body or any change in the interpretation by the Supreme Court of India of any said Act or Law, rules or regulations which becomes effective after the date of submission of Price Bid or revised price bid, if any, for this Contract through reduced liability of taxes (other than personnel taxes), duties fees, Consultant shall pass on the benefits of such reduced taxes, duties or fees to the Company to the extent, which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

30.3 All duties, taxes, fees, charges, expenses, etc. (except where otherwise expressly provided in the Contract) as may be levied/ imposed in consequence of execution of the Works or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the date of submission of Price Bid or revised price bid, if any, for this Contract shall be to Architectural Consultant's account. Any increase/decrease in such duties, taxes, fees, etc. after the date of



submission of price bid or revised price bid, if any, but within the Scheduled Completion Date or the extended date of completion of Works as stipulated in Clause 11.0 will be to the account of the Company.

- 30.4** Any increase in the duties, taxes, and fees after the aforesaid Scheduled Completion Date or the extended date of completion of Services due to consultant's default will be to Architectural Consultant's account. However, any decrease of duties, taxes, and fees after the date of completion of Services will be to Company's account.
- 30.5** In case of introduction of new legislation or change or amendment in any act or law after the Scheduled/extended Completion Date (extended in accordance with the provisions of the Contract), but which comes into force or becomes effect retrospectively from a date on or before the Scheduled/extended Completion Date and which results in any increase/decrease in the duties, taxes and fees under the Contract, then such increase/decrease, subject to the conditions stipulated in clause 29.1, 29.2 and 29.3 shall be to the Company's account.
- 30.6** Notwithstanding the provision contained in 29.1, 29.2, 29.3, 29.4 & 29.5, the Company shall not bear any liability in respect of:
- i. Personal taxes on the personnel deployed by Consultant, his sub-Consultants/sub-subcontractors and Agents etc.
 - ii. The Income tax (including fringe benefit tax) in respect of Consultant and all of their sub-contractors, agents etc.

31.0 Consequential Damages

- 31.1** The Consultant shall not be responsible for or liable to the Company or any of their affiliates for consequential indirect or special damages or for loss of profits, loss of revenue, suffered by the Company or any of its affiliates, and the Company shall protect, defend, indemnify and hold harmless the Consultant and his Sub-Contractors from such claims even if such liability is based or claimed to be based upon:
- i) Any breach by the Consultant or Sub-Contractor of his obligations under the contract
OR
 - ii) Any negligent act or omission in whole or in part, of the Consultant or of any of his affiliates or Sub-Contractor or their personnel or any of them in connection with the performance of the works.
- 31.2** The Company or its other Contractors or their personnel shall in no event be responsible for or liable to the Consultant or his Sub-

Bmmetu

Contractors for consequential, indirect or special damages suffered by the Consultant or his Sub-Contractors or for business interruption or loss of profits etc. The Consultant shall protect, defend, indemnify the Company, its employees, appointed representatives, agents and other Contractors etc., from such claims even if such liability is based or claimed to be based upon:

- i) Any breach by the Company of its obligations under the contract,
OR
- ii) Any negligent act or omission on the part of the Company or any of its employees, agents or other Contractors or appointed representatives in connection with the performance of works.

32.0 Bid Currencies

-Deleted-

33.0 Employment of Officials/Ex-official of Company

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

34.0 Integrity Pact

The Consultant will be required to enter into an integrity pact with the Company (annexed as **Annexure-12**)

35.0 Capacity Building

The training programmes developed for the team of the Consultant's Project Team shall also be imparted to Company's Project Team members and any other nominees of the Company. Company shall reimburse the expenses on this account on 'actual cost' basis incurred for Company's officers only. No 'Fees' will be paid to the Consultant.

Similarly the training programmes envisaged for the maintenance personnel shall be imparted to Company's maintenance personnel. The Company shall reimburse the expenses on this account on 'actual cost' basis incurred for Company's officers only. No 'Fees' will be paid to the Consultant.

36.0 Lien in Respect of Claims in Other Contracts

Any sum of money due and payable to the Consultant (including security deposit returnable to him) under the contract may be with held or retained by way of lien by ONGC against any claim in respect of payment of a sum of money arising out of or under any other contract made by the Consultant with ONGC.

It is an agreed term of the contract that the sum of money so with held or retained under this clause by ONGC will be kept with held or retained as such by ONGC till its claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the Consultant shall have no claim for interest or damages what so ever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Consultant.

37.0 THIRD PARTY INSPECTION

A Third Party Inspection (TPI) Agency and Certification Agency needs to be engaged by the Company, for inspection & certification during procurement, fabrication, installation, construction, pre-commissioning & commissioning of the project and issuance of Certificate of approval of the entire facilities.

The Consultant will prepare bid document for tendering to appoint TPI Agency.

ONGC shall appoint and make payment on this account directly to the agency. No 'Fees' will be payable to the Consultant on this account.

38.0 NOTICES AND ADDRESSES:

For the purposes of this CONTRACT, the addresses of the parties will be as follows and all correspondence and notices in relations to the present CONTRACT sent to the parties at the addresses mentioned below shall be deemed to be sufficient service of notice on the parties. All such notices as well as reports, invoices, approvals and other relevant material shall be addressed to the parties as per the address given below:

38.1 OIL & NATURAL GAS CORPORATION LIMITED To the Corporation:

The Chief Engineer (Civil),
CIVIL SECTION, ENGINEERING SERVICES
ONGC TRIPURA ASSET
AGARTALA- 799014
TEL: 0381-2374700
FAX: 0381-2374288

38.2 CONSULTANT'S REGISTERED OFFICE AND ADDRESS

THE CONSULTANT

64

ONGC



.....
.....
.....
TEL:
FAX:

39.0 The executive control of this contract shall be that of the Chief Engineer (Civil), AGARTALA, ONGC or any other officer who may be authorized or nominated on his behalf.

40.0 CONTINUANCE OF THE CONTRACT

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this CONTRACT.

41.0 INTELLECTUAL PROPERTY

Architectural design is an intellectual property of the Consultant. The drawings, specifications, documents and models as instruments of service are the property of the Consultant whether the project, for which they are made is executed or not. The ONGC shall retain copies of the Consultant's models, drawings, specifications and other documents for his information and use in connection with the project. These shall not be used for any other project by the ONGC or the Consultant or any other person.

42.0 SET-OFF:

Any sum of money due and payable to the Consultant (including deposit returnable to him) under this contract may be appropriated by ONGC and set – off against any claim of the ONGC for the payment of a sum of money arising out of this or under any other contract by the consultant with the Corporation.

Bmmeta

5- SCOPE OF WORK

**ARCHITECTURAL CONSULTANCY FOR CONSTRUCTION OF
GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET,
AGARTALA**

5.1 INTENT OF SPECIFICATION:

5.1.1 This specification is intended to cover development of conceptual design, architectural designing & detailing, Basic Engineering, preparation of project schedule, Establishment of design basis, detail engineering, evaluation of bids, evaluation of bids, occasional site visits etc. The requirements, conditions, schedules, etc. stated in other section of the tender document regarding services and other activities under this specification shall apply to and shall be considered as a part of this specification.

5.1.2 It is not the intent to completely specify all details of the Architectural consultancy, nevertheless the specification of works/ equipment shall conform in all respects to high standard of engineering, design, selection of equipments, supervision, international & national standards shall be capable of performing in continuous commercial operation in a manner acceptable to the Company.

5.1.3 Complete work can be undertaken in three packages i.e Sub-Structure, main buildings, including interiors of auditorium and all services, loose furniture by the EPC contractor in the form of a lump-sum turnkey contracts and accordingly any services not specifically mentioned here but required for completion of the building and its operation in safe and efficient manner shall be included within the scope of this specification at no extra cost.

5.2 Background

Oil and Natural Gas Corporation Limited (ONGC), India's premier vertically integrated Hydrocarbon Company is desirous to set-up "**GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA**" for which ONGC has plot of 6.0 Acres. The proposed building is to be constructed on this plot. ONGC may not initially construct the building utilizing the complete permissible built-up area. The building shall be designed and constructed for approximately 10500 Sq.m plus 2080Sq.m stilt parking area.

5.3 Design basis

5.3.1 Infrastructure Salient Features

- The building including all Services will be designed according to 'Green' Building Concepts and for maximizing energy efficiency. It will aspire to achieve standards matching with Leadership in Energy and Environment Design (LEED) Platinum rating of the LEED India.

- The buildings will be 'Intelligent' in the context of managing HVAC, Lighting, Power, Individual and Vehicle Access Control and Parking, VESDA Fire Detection and Control, Lifts, Water and Waste Water disposal management, Office Automation Processes and Communication through an Integrated Building Management System (IBMS).
- Interiors with art-work, complete in all respects will be taken up concurrent with building construction as per proposed utilization plans. Apart from spaces that need customized treatment such as floors for corporate level officers, cafeteria, Labs, IBMS etc., design of each floor that is intended for office use will be standardized with a mix of enclosed offices for Tier – I level officers, semi-private enclosures for Tier – II and open office architecture for others. It will also have shared facilities such as a conference room, meeting room (s), visitor's rooms, pantry, maintenance and house-keeping storage, utilities & stationery storage, rest-rooms etc.
- The building shall have Structured Cabling System for Voice, Data, Video and BMS based on ETA/TIA standards. The cabling system should support Gigabit Ethernet based LAN.
- Gigabit Ethernet will be in collapsed backbones between Fast Ethernet switches, repeaters, routers, and servers across the floors. The vertical backbone shall be on fiber and all horizontal Ethernet wiring on the floors shall meet Cat 6(or above) standards.
- Each Working seat shall have 3 Fast Ethernet LAN connection nodes and two phone jacks for Voice connectivity. In case of clustered seating, the number of connections shall be $n + 3$.
- All the cables shall be terminated in punch down blocks and patch panels with proper identification tags.
- All the common areas like Conference Halls, Meeting Rooms, Auditorium etc., shall have high-speed wireless LAN connectivity with necessary network security features built-in.
- All the Audio/Visual systems shall be LAN based. The Video Projection systems shall have provision to take multi-inputs from Computer, DVD players, Video conferencing equipment and shall have segmented display features for different inputs.
- The IBMS systems shall include biometric and RFID based access control systems and CCTV surveillance. All areas of the building feature CCTV surveillance, including all external access points Sensitive areas shall feature Infrared motion detection systems.

- Even though the building is to be designed to support a paperless office environment, Tele-Working, Electronic Fund Transfer (EFT) etc., appropriate features will be designed to ensure smooth migration from a paper to a paperless environment. There should be spaces for printing, reprographics and storage of hard Copies, records, documents etc.
- Integration of legacy systems will be ensured.
- The building will have provision for conditioned UPS for all IT and Telecom Equipments. The power systems should be of redundant design and have adequate back-up capacity to supply clean UPS to Servers, Networking & Telecom Equipments, PCs Peripherals and other critical equipments in case of mains failure. There will be provision of a battery room, meeting appropriate safety, environment and OEM requirements.
- There will be provision for installation of SATCOM, Microwave, VHF, HF antennae on the rooftop of the building.
- The building shall have a Server Farm/Data Center for installation of services. The building will have also have space for installation of Telecom equipments like EPABXs, Networking equipments, SATCOM equipments, Radio equipments etc. design of these facilities will be as per relevant international standards for cooling, cabling management, fire safety etc. the telecom equipment rooms will be as near as possible to the rooftop of the building, to take care of the limitations of distance between antennae and RF equipments.
- Building will have provisions against EMI/EMC (Electro Magnetic interference/ Electro Magnetic Compatibility), e.g. separate earth for power and telecom/networking equipments.
- The building will have a room for termination of all cables as per relevant EIA/TIA/ITU or equivalent international standards. Typically MDF for EPABX will be located in this room and It should be adjacent to the Telecom Equipment room.
- The building will have provision for dissemination of important information through PA system, electronic display boards etc. at strategic locations.
- The buildings will have a Health Club and an Infirmary.
- **Conference Rooms** will be equipped with State-of-Art Digital Audio & Video facilities.
- A common Data-Vault will be provided.

5.3.2 Indicative Building Design Brief

S No.	Area	Provisions	Remarks
1.	Project Objective	To create a building that is environmental friendly, energy efficient and uses both passive & active intelligence to maximize benefit to its occupants	
2.	Building life	▪ Fifty years ▪ Twenty – five years without a major retrofit	▪ Embedded intelligent and IT systems to become eligible for a retrofit / upgrade every ten years
3.	Building Rating	To achieve standards matching with LEED Platinum Rating.	
4.	Design Philosophy	• Use passive intelligence and 'Green Building' Concepts to maximize energy efficient features. • Incorporate state-of-art active intelligent systems to: ▪ Maximize Energy Conservation. ▪ Reduce manpower deployment for Services & Systems. ▪ Provide a safe, secure & healthy work environment. ▪ Provide seamless communication both internally	

		and externally. • Use distributed 'closed-loop' building control systems for building automation. • Provide embedded resilient and redundant systems to ensure that building integrity & functionality is not compromised in the event of isolated failure. • Provide embedded fault detection, notification and adaptation ability. • Use the adage 'Maintenance over aesthetics'. • Audit design from a maintenance perspective. • Avoid use of prototype technology. • Ensure compliance with established codes and fit-for-approval by statutory agencies.	
--	--	---	--

5	Architectural	-	▪ Building controls to be followed
5.1	Building Description	Ultra – Chic and City Landmark.	
5.2	Interior space maximization	Column – Free interiors	
5.3	Energy conserving façades	‘Green’ Building concepts to be used for conserving energy and reducing light and HVAC load. Building Integrated Photo-Voltaic Systems (BIPV) may be used in façade and roof.	▪ High-performance glazing to be used. ▪ BIPV may be used in conjunction with double walled / photo-chromatic glazing.
5.4	Structural Building Material	▪ RCC using RMC wherever possible	Stress / Deflection / Moisture sensors to be incorporated in to monitor building integrity / condition and linked to the IMBS.
5.5	Floors	Access floors	If Required on account of: ▪ Under-Floor VAV HVAC Systems ▪ Cabling to eliminate wire-clutter ▪ Enables use in conjunction with façade spandrel panels to provide fresh air-intake ▪ Flexi-plan for providing flexible interiors. ▪ Walls to be free from wiring and fixtures.

5.6	Water Conservation	▪ Low volume flushing utilities ▪ Leak-proof plumbing ▪ Water re-cycling ▪ Rain-water run-off capture for ground water re-charge ▪ Embedded sensors for monitoring water quality	▪ Building should be water self-reliant. ▪ Water quality will be as per WHO standards ▪ Building should be capable of treating all waste. ▪ Treated effluent to be used for horticultural/ flushing/ HVAC use.
5.7	Urinals	Waterless/ Low water design.	
5.8	WC		
5.9	Sewage Disposal		
		Low Water design	
		Modular On-Site STP	▪ STP to be automated and instrumented to monitor design parameters and should be linked to the IBMS.
5.10	Space Utilization	Flexi - Interiors	
5.11	Shared Resources	▪ <u>Conference Rooms</u> ▪ Parking ▪ Library ▪ Cafeteria ▪ Infirmary ▪ Gym / Sauna / Showers / Changing Rooms ▪ Cleaning ▪ Paraphernalia Store ▪ Stationery & Consumables Stores ▪ General Administration ▪ Security	<u>Conference Room</u> should be equipped with State-of-Art Conference Room should be equipped with state of art Audio, Video and Lighting Systems. ▪ Attached area for refreshments during conference breaks with catering facility ▪ Satellite / Broadband Tele-Conferencing Equipment. ▪ Wi-Fi

		▪ Maintenance ▪ Main Store (discards pending disposal) ▪ Data Vault ▪ Power Plant ▪ Control Room for Integrated Building Management System (IBMS) ▪ Water/ Sewage Management Systems	Parking 'Intelligent' parking is proposed. To demonstrate care for the environment as well as commitment to energy / fuel efficiency , the following systems will be provided: ▪ Pollution Under Control (PUC) Self-Serviced Counters ▪ Self – Serviced computerized car diagnostics equipment ▪ Wheel pressure / alignment / Balance ▪ Fuel additives ▪ Electric charging stations (for electric cars) - Hydrogen dispensing station (future use)
--	--	---	--

6.	HVAC	▪ Under-Floor Variable-Air-Volume (VAV) ▪ Special provisioning for conference rooms, Data Vault, IBMS Control Room ▪ Provision for integration with Façade heat capture systems ▪ Features to enhance energy efficiency e.g. integrated with sensors to monitor space occupancy for system load optimization. ▪ A ducted ventilation system will be used for the basement.	Design and features should be designed to accumulate LEED points No 'Sick Building Syndrome' CO₂ levels to be monitored for air-quality surveillance HVAC System is to be integrated with the Fire-Control System to evacuate smoke and toxic fumes. It should be linked to the IBMS <u>Note:</u> The possibility of using gas fired absorption chillers may please be explored. Textile based flexible ducts (Using fire-retardant coating) can be considered.
7.	Electrical	Buildings will be 'Off-the-Grid' as On-site Power will be Generated: ▪ Low-Side power load is to be met by BIPV - 'Electrolyzers' - H₂ – Micro-Turbines. ▪ High-Side Power load will be met by Micro-Turbines powered by piped natural gas. ▪ Mandatory Grid Power will be used as 'back-up' / buffer	▪ An Energy Management System (EMS) is to be provided that will manage the power generation trains (micro-turbine based modules). Fuzzy logic controllers will determine energy load patterns based on usage in conjunction with weather data and configure power generation equipment. ▪ Direct Digital Controls will be used for actuators, IBMS and Telecom equipment that require DC. Possibility generating DC directly at

		to meet 'Peak Power' Requirement - Heat recuperation and CHP concept to be applied. - CAT-7/ Similar Proprietary Cabling to be used.	site can be examined to reduce conversion losses. - UPS will be required. - Use of gas-fired chillers for HVAC can be examined to reduce 'High-Side' load. <u>Note:</u> Piped natural gas can be provisioned for micro turbines
8.	Lighting	- Passive intelligent building design will be undertaken to ensure maximized use of ambient light. - Use of technology such as 'Passive Fiber – Optic Day-Lighting' should be explored for providing natural light to confined spaces. - Use of Photo-chromatic or 'Double Glazed' windows with powered blinds to be used. - Powered lighting will be energy efficient and will be controlled by the IBMS. Motion sensors will monitor space usage and switch on/off powered lights in conjunction with	Energy Efficient lights and fixtures would be used. If DC powered lighting is energy efficient as compared with AC, it should be used. Lights should be switched on 'before' a person enters a work space and will switch off after he leaves the office. Possibility of 'Low – Power' lighting can be explored.

		ambient light 5. Over-ride provisions will be provided for aesthetic lighting in the IBMS. 6. Lighting will be context specific i.e. if only a part of a large open space is in use, that area alone will be lit. Similarly, if a person is permitted access in off-hours, the IBMS will recognize and light only that part of the office that is relevant.	
9.	Building Automation	The Integrated Building Management System (IBMS) will integrate the following 'Systems': ▪ HVAC ▪ Lighting ▪ Fire Detection & Control ▪ Lifts / Elevators ▪ Access Control ▪ Integrated Communication ▪ Office Automation ▪ Energy Management ▪ Water & Waste Management ▪ Building Health Monitoring Distributed 'Closed – Loop' Control Systems will be used by various 'Systems' that can function autonomously	1. The OSI – 7 Layer Communication Model can be used. 2. BACNet (For HVAC) / LONWorks are a few proprietary systems that can be evaluated. 3. IBMS will be a customized solution for which appropriate software will have to be written & tested.

		(perform part core functions only) in the event of a breakdown. These units will be connected through 'hard-wiring' and integrated with other systems by the IBMS.	
10.	Telecom Services	1. Building will be completely Wi – Fi. 'Blue Tooth' enabled devices will be used. 2. PDAs / Mobiles phones should permit interaction with the IBMS to control HVAC to be 'personalized' for a space user. (E.g. a user may like to turn up the heating / cooling to his/her comfort levels before actually reaching the office space) 3. The following services will be provided on the Wi-Fi laptop. ▪ Voice Telephony (VoIP) ▪ Broadband (Including E-mail , Electronic Fax , E-Document transfer) ▪ Video-Conferencing ▪ Streaming Video ▪ Knowledge Management Software ▪ Voice Recognition ▪ Swipe-card reader	Other competing technologies such as WLAN and GSM can also be evaluated. However, preliminary evaluation suggests Bluetooth due to lower overall cost and large array of solution providers. 'Fire-walls' and special provisions to prevent unauthorized use will be put in place. Communication will be integrated and delivered through only one device i.e. the laptop. No Telephone handsets will be used. Envision a clutter-free office table with only a 'Blue-Tooth' laptop that fulfils all communication, office automation and IBMS integration needs – No telephones / Fax Machines, card readers etc. The IBMS will also support Tele-Work and Electronic Fund Transfer (EFT). Wireless Broadband feasibility and provisioning to be made.

		to integrate authorization for use of various building facilities Integration with the User interface of IBMS.	
11.	Security	1. Authorized cars will have a wireless authorization unit that will permit entry into the campus. 2. Bio-Metrics using Iris recognition will be used for access control (both entry & exit). 3. CCTV will be used for entry / exit points, elevators & common areas. 4. Intrusion alarms in case building integrity is breached (Glass panes broken, doors forcibly opened, access system sabotage). 5. Autonomous communication equipment such as VHF radio devices. 6. A person's movement within the building will be monitored for the following reasons: ▪ Guests will be permitted if the person is 'available' ▪ A person's locations	1. Automated remote controlled mechanical barriers will govern access to the campus. Other vehicles will need 'authorization' which could be embedded chip cards / wireless devices. 2. Access privileges will be controlled through the IBMS. 3. 'Admit one' concept should be ensured i.e. if a door opens for an authorized person, only one person should be admitted. 4. Guest Protocol will be followed.

		will be logged into the contingency management system of the IBMS that can provide voice alerts, intelligent signage for evacuation, control of elevators, sealing of HVAC controls, sealing of fire isolation doors. This can be achieved by a unique identification device worn by the person that 'registers' itself with the nearest 'station' and logs this information into the IBMS.	
12.	Fire Systems	The intelligent building must determine 'very early' the possibility of a fire before it actually erupts. This can be accomplished by Very Early Smoke Detection Apparatus (VESDA) based fire detection systems. Subsequently, it identifies its precise location and prognosticates its spread pattern. This activates the automatic fire mitigation & control devices. It raises an alarm and informs occupants to evacuate the building through the best route and activates event specific signage. It then announces this through automatic voice spiels (Human voice	A self-diagnostic system that can detect electrical malfunctions (a major cause of fire) can be incorporated in the fire detection system. Special provisions such as infra-red heat sensor based systems may be necessary for Computer rooms and data vault. Fire detection, alarm and suppression system shall be designed as per National Building Code of India-2005 (Part-IV, Fire and Life Safety). It shall also cover exit/escape route, signage, air conditioning etc., wherever applicable



		may contain inflexions that may set off a panic). It also uses air channels controlled by HVAC systems to evacuate smoke and fumes so that orderly evacuation is facilitated.	
13.	Elevators	1. The elevator system will be able to map the traffic pattern and configure its movements accordingly. 2. It will permit use only for 'authorized occupants'. 3. It will be linked to the fire-management system so that its movement can be controlled for evacuation. 4. It will have CCTV and its light / ventilation will also be controlled based on occupancy.	The traffic pattern can be determined by: ▪ Wireless identification devices worn by authorized users. ▪ Transducers embedded in the floor to monitor incident load. ▪ Input from access point. ▪ Combination thereof.
14.	Furniture	Customized & Factory Built	It is a paperless office. The table can therefore be sized accordingly. Only a single laptop will serve all communication / network needs, hence no other clutter / wires will be required. A Printer Pool will be provisioned for (To encourage use of the paperless office concept).

15.	Rodent / Pest Control	1. Cabling System, Access Stations / Points will be designed to deny access to rodents. 2. Maintenance access provisions will also cater to this requirement.	
-----	-----------------------	---	--

5.4 PROJECT IMPLEMENTATION PLAN

The Consultant will extend the entire consultancy services necessary for conceptualization and planning of the project, architectural designing and detailing, carry out detailed engineering based on Green Building Concept and to achieve standards matching with LEED Platinum Rating, obtain all necessary statutory clearances, prepare the bidding documents for different packages, evaluate the bids, review shop drawings done by Contractor(s), site visits, as detailed in this agreement.

The consultant shall follow all Govt. of India rules, procedures, regulations and instructions of various agencies having jurisdiction on implementation of the projects, issued from time to time to ensure strict adherence to laid down procedure.

The Consultant shall ensure, while preparing the bidding documents, operability, maintainability, reliability and safety aspects of equipments and system. The Consultant shall be fully responsible for evolving safe, economical, technically sound and correct designs.

Conceptualization, clearances, and detailed engineering so that the building shall be 'Green', Energy Efficient, 'Intelligent' and Barrier Free Building, and shall aspire to achieve standard matching with the Leadership in Energy and Environment Design (LEED) rating.

Company shall appoint Third Party Inspection agency, IIT and any other agency required for the Project.

The Consultant shall extend all help and co-ordinate with such agencies appointed by the Company.

The Contractor(s) would carry out shop drawing preparation, procurement, installation, construction and commissioning of the building.

5.5 BROAD SCOPE OF WORK OF CONSULTANT

The Consultant is required to provide services in respect of the following:

5.5.1 SCOPE OF WORK:

5.5.1.1 PART I - ARCHITECTURE:

1. Taking Company's instructions and preparation of design brief.
2. Site evaluation, analysis and impact of existing and/or proposed development on its immediate environs.
3. Design and site development.
4. Structural design.
5. Sanitary, plumbing, drainage, water supply and sewerage design.
6. Electrical, electronic, communication systems and design.
7. Heating, ventilation and air conditioning design (HVAC) and other mechanical systems.
8. Elevators, escalators, etc.
9. Fire detection, Fire protection and Security systems etc.
10. Periodic inspection and evaluation of construction works.

5.5.1.2 PART II – ALLIED FIELDS:

1. Landscape Architecture
2. Interior Architecture
3. Graphic Design and Signage

5.5.2 SCHEDULE OF SERVICES:

The Consultant shall, after taking instructions from the Company, render the following services:

5.5.2.1 Ascertain Company's requirement, undertake site visits to collect details/ data/ information for planning purposes; examine site constraints & potential; and prepare a design brief for Company's approval.

5.5.2.2 Buildings Controls to be followed

Prepare report on site evaluation, state of existing building, if any; and analysis and impact of existing and/or proposed development on its immediate environs.

5.5.2.3 Prepare drawings and documents to enable the Company to get done the detailed survey and soil investigation at the site of the project.

5.5.2.4 Furnish report on measure required to be taken to mitigate the adverse impact, if any, of the existing and/ or proposed development on its immediate environs.

5.5.2.5 Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

5.5.2.6 Modify the conceptual designs incorporating required change and prepare the preliminary drawings, sketches, study

model, etc., for the Company's approval. The preliminary drawings show floor plans with room sizes, internal layout, vertical cores, elevations with material rendering, and sections with levels. The drawings would only indicate the architectural intent of the various functional requirement of the project and the concept of the Consultant.

5.5.2.7 Finalization of design basis & equipment design.

5.5.2.8 Prepare preliminary estimate of cost on area basis as per CPWD (Central Public Works Department). The estimate will be based on Consultant's past experience, recent quotes available/obtained by Consultant for this or other projects. No further justification for the rates will be provided at this stage.

5.5.2.9 Providing and supplying to ONGC a list of basic materials proposed and obtain ONGC's approval before inclusion in the drawings and tenders.

5.5.2.10 Prepare drawings necessary for Company's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and obtain the statutory approvals thereof, if required.

5.5.2.11 Structural engineering work and vetting by Indian Institute of Technology or any other reputed agency approved by the company.

5.5.2.12 Prepare 3D-walk-through presentation (minimum of 3 minutes duration) and model (in a scale of 1:500) of the selected concept.

5.5.2.13 Designing and detailing of the following:

- Sanitary, plumbing, water supply and drainage work, water treatment, sewage treatment.
- All electrical works such as lighting, fixtures, fittings, electric sub-station and ancillary services, etc.
- Heating, ventilation and air-conditioning works
- Lifts
- Total interiors like partitions, ceilings, flooring, furniture, furnishings, fixtures, interior decoration, etc.
- Acoustical work
- Fire detection and fighting system
- Networking – Data & Voice, IBMS
- Laying of all type of service conduits, shafts, etc.
- All external utility services like water supply, sewerage, storm water drainage, fire hydrant system, street lighting, sub-stations, roads, landscape, etc.
- Graphic signage
- Any other specialized services as per project requirement.

5.5.2.14 Preparation of Front End Engineering Design (FEED) package.

5.5.2.15 Preparation of FEED based bidding document (six hard copies, and one soft copy on CD) for approval of the Company. The

bid package shall include total work scope to be executed by the Contractor(s) on a lump-sum turnkey/ item-rate basis/Percentage Basis. Consultant shall also include following requirements in the FEED based bid documents for building project:

- Equipments & instrument data sheets
- Engineering specifications for piping materials and piping installations
- Applicable codes & standards
- Selection of type of insulation & painting materials
- Engineering specifications, standards/ datasheets for all items of instruments procured as part of turnkey supply.
- Typical design drawings for trenches, sleepers, drains, water supply, road layout.
- Specifications/ standards, construction drawings for all civil/ structural work, for equipment foundations, steel structures, etc.
- Datasheets and specifications for design and detailed engineering of all equipments.
- Define scope and finalize engineering specs based on process data sheets for all static and rotary equipments like pumps, blowers, compressors etc.

5.5.2.16 Prepare working drawings, specifications and schedule of quantities/ detailed BOQ, analysis of rates, take-off calculation, sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

5.5.2.17 Project cost estimation.

5.5.2.18 Preparation and submission of sufficient number of hard copies of approved bidding document, for distribution at all centers of ONGC/ Embassies etc. for sale, and soft copy for uploading on the website of ONGC.

5.5.2.19 Preparation of price schedule for Commercial document.

5.5.2.20 Identification of potential suppliers and subcontractors.

5.5.2.21 Carry out all modifications/ deletions/ additions/ alternations in design/ drawings/ documents as required by the Company prior to execution and during execution of works, till completion.

5.5.2.22 Analyzing tenders for appointment of contractor(s).

5.5.2.23 Issue of technical amendments if any.

5.5.2.24 Preparation and submission of detailed structural design drawings and other required working drawings and details for proper execution of works during construction.

5.5.2.25 The Consultant shall provide to ONGC at least three copies of each and every Drawing, Specification and Contract Document in excess of their own requirement and these copies shall be available at all times for use by ONGC's Representative and by any other person authorized by ONGC.

- 5.5.2.26 Approve samples of various elements and components.
- 5.5.2.27 Check and approve shop drawings submitted by the contractor/vendors.
- 5.5.2.28 Evaluation and certification of change orders.
- 5.5.2.29 Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings & prepare presentations for top management for approval and to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Company informed and render advice on actions, if required.
- 5.5.2.30 Modification of working drawings if required.
- 5.5.2.31 The Consultant will depute one of his experienced representatives to sort out problems at site of work as and when warranted.
- 5.5.2.32 Issue Certificate of Virtual Completion of works.
Prepare and submit completion reports and drawings for the project as required and obtain "Completion/Occupancy Certificate" from statutory authorities, like **Agartala Municipal Corporation (AMC), Electrical Inspectorate or any other Statutory Authority**, wherever required.
- 5.5.2.33 Assistance in pre-commissioning and commissioning activities and also in establishing performance guarantee in co-ordination with the Contractor(s). Review of documents regarding testing, commissioning, performance testing, etc.
- 5.5.2.34 The Consultant will submit four sets (three hard copies and one soft copy on CD/DVD) of "As-built" drawings of architectural and structural detailing.
- 5.5.2.35 Review of "as-built" drawings and documentation and Operation & Maintenance manuals submitted by the contractor(s) for specialized services.
- 5.5.2.36 Standards for unit/ equipment Tag numbering to be defined by the Consultant, so that entire complex follows a uniform numbering code.

A standard coordination procedure for consultancy in matrix form is placed at Annexure-13, for ready reference, but not limited to its contents.

5.5.3 SCHEDULE OF OTHER SERVICES

- The Consultant shall carry out review and approval of drawings and documents within **7 working days** of receipt of the same.
- The Consultant shall perform technical Bid evaluation within **7 working days** of opening of Technical Bids.
- For other schedules refer elsewhere in the bidding document.
- The rates indicated in Schedule of Price shall remain firm and shall not be subject to escalation on any ground what so ever and inclusive of cost of all necessary visits of Consultant to Tripura Asset, Agartala, as when required by ONGC.

- Appointment of a Construction Manager (Clerk of Works/ Site Supervisor) in order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision, for the entire LSTK contract period
- Non-deployment of Construction Manager (Clerk of Works/ Site Supervisor) at site on any occasion will attract levy of compensation amounting to **Rs.20,000/-** per month or part of it.
- Site office accommodation shall be kept in the scope of the LSTK Contract.

5.6 APPROVALS/STATUTORY CLEARANCES

Consultant has to follow all the statutory regulations of Local authorities while designing/ executing the building project. Some of the statutory bodies are listed below. However, the completeness has to be ensured by the Consultant.

1. **Electrical Inspectorate**
2. **Airport Authority of India (AAI) clearance**
3. **Agartala Municipal Corporation (AMC) clearance**
4. **Environmental clearance**
5. **Public Health Department**
6. **Fire and Safety Department**
7. **Lift Inspectorate**
8. **Any other Statutory Authority relevant to the building.**

5.7 REVIEW AND APPROVAL OF ENGINEERING BEING CARRIED OUT BY THE CONTRACTORS

Consultant to review and approve following engineering and documents to be submitted by the LSTK contractors

- Quality control document.
- Detailed constructional schedule.
- Resource mobilization schedule.
- Program reports.
- Commissioning plan.
- O & M manual.

5.8 ACTIVITIES DURING EXECUTION

- Modification of working drawings if required. Site visiting representatives shall be in a position to review.
- Provide necessary technical assistance to the company to analyze and settle change orders of Contractor(s). Consultant to provide their recommendations in this regard with cost analysis.

5.9 DOCUMENT TRANSMITTAL AMONGST COMPANY, CONSULTANT, CONTRACTOR(S) WILL BE IN THE FOLLOWING MANNER:

- From Contractor(s) to the Consultant/ Company at Contractor(s) expense.
- Company to Consultant/ Contractor(s) at Company's expense.
- Consultant to Contractor(s) and Company (based on electronic transmission and hard copies) at Consultant's expense.

**ANNEXURES
TO
PART-A
TECHNOCOMMERCIAL BID
(TO BE SUBMITTED BY ARCHITECTURAL CONSULTANT, WHO
HAVE BEEN INVITED TO PARTICIPATE IN TECHNOCOMMERCIAL
BID)**

Annexure-1

FORMAT OF AGREEMENT BETWEEN BIDDER AND THEIR PARENT COMPANY (To Be Made On Stamp Paper of Requisite Value and Notarized)

This agreement made this ____ day of ____ month ____ year by and between M/s. _____ (Bidder's particular) _____ hereinafter referred to as bidder of the first part and M/s. _____ (Parent Company's particulars) hereinafter referred to as "Parent Company" on the other part, whereas M/s. Oil & Natural Gas Corporation Limited (hereinafter referred to as ONGC) has invited offers vide their tender No. _____ for _____ and whereas M/s. _____ (Bidder) intends to bid against the said tender and desires to have a financial and technical support of M/s. _____ (Parent Company) and whereas Parent Company represents that they have gone through and understood the requirements of subject tender and are capable and committed to provide the services as required by the bidder for successful execution of the contract, if awarded to the bidder.

Now, it is hereby agreed to by and between the parties as follows:

1. M/s. _____ (Bidder) will submit an offer to ONGC for the full scope of work as envisaged in the tender document as a main bidder and liaise with ONGC directly for any clarifications etc. in this context.
2. M/s. _____ (Parent Company) as a Sub-Consultant undertakes to provide financial, technical support and expertise, expert manpower and procurement assistance and project management to support the bidder to discharge its obligations as per the Scope of work of the tender / Contract for which offer has been made by the Parent Company and accepted by the bidder.

However, as a minimum, following services will be necessarily covered by the Parent Company:

3. This agreement will remain valid till validity of bidder's offer to ONGC including extension if any and till satisfactory performance of the contract in the event the contract is awarded by ONGC to the bidder
4. It is further agreed that for the performance of work during contract period bidder and Parent Company shall be jointly and severally responsible to ONGC for satisfactory execution of the contract.
5. However, the bidder shall have the overall responsibility of satisfactory execution of the contract awarded by ONGC.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

Bmmatu

For and on behalf of
of
(Bidder)

M/s.

Witness:

- 1)
- 2)

For and on behalf
(Parent Company)

M/s.

- 1)
- 2)

Annexure-2

PARENT COMPANY GUARANTEE **DEED OF GUARANTEE**

THIS DEED OF GUARANTEE executed at this day of by M/s (mention complete name) a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at hereinafter called “the Guarantor” which expression shall, unless executed by or repugnant to the subject or context thereof, be deemed to include its successors and permitted assigns.

WHEREAS

M/s Oil & Natural Gas Corporation Limited, a company duly registered under the Companies Act 1956, having its Registered Office at 8th floor, Jeevan Bharti, Tower-II, 124, Indira Chowk (Connaught Circus), New Delhi, India, and having an office, amongst others, at ONGC, Tripura Asset, Badarghat, Agartala-799014 (insert purchase centre address) hereinafter called “the Corporation” which expression shall excluded by or repugnant to the context thereof, be deemed to include its successor and assigns, invited tender number for on

M/s (mention complete name), a company duly organized and existing under the laws of (insert jurisdiction/country), having its Registered Office at (give complete address) hereinafter called “the Company” which expression shall, unless excluded by or repugnant to the subject or context thereof, be deemed to include its successor and permitted assigns, *a wholly owned subsidiary of the Guarantor, have, in response to the above mentioned tender invited by the Corporation, submitted their bid number to the Corporation with one of the condition that the Company shall arrange a guarantee from its parent company guaranteeing due and satisfactory performance of the work covered under the said tender including any change therein as may be deemed appropriate by the Corporation at any stage.

The Guarantor represents that they have gone through and understood the requirement of the above said tender and are capable of and committed to provide technical, financial and such other supports as may be required by the Company for successful execution of the same.

The Company and the Guarantor have entered into an agreement dated as per which the Guarantor shall be providing technical, financial and such other supports as may be necessary for performance of the work relating to the said tender.

Bmmeta

Accordingly, at the request of the Company and in consideration of and as a requirement for the Corporation to enter into agreement(s) with the Company, the Guarantor hereby agrees to give this guarantee and undertakes as follows:

1. The Guarantor (Parent Company) unconditionally agrees that in case of non-performance by the Company of any of its obligations in any respect, the Guarantor shall, immediately on receipt of notice of demand by the Corporation, take up the job without any demur or objection, in continuation and without loss of time and without any cost to the Corporation and duly perform the obligations of the Company to the satisfaction of the Corporation. In case the Guarantor also fails to discharge its obligations herein and complete the job satisfactorily, the Corporation shall have absolute rights for effecting the execution of the job from any other person at the risks and costs of the Guarantor. The Guarantor also undertakes to make good and loss that may be caused to the Corporation for non-performance or unsatisfactory performance by the Guarantor or the Company of any of their obligations.
2. The Guarantor agrees that the Guarantee herein contained shall remain valid and enforceable till the satisfactory execution and completion of the work (including discharge of the warranty obligations) awarded to the Company.
3. The Guarantor shall be jointly with the Company as also severally responsible for satisfactory performance of the contract entered between the Company and the Corporation.
4. The liability of the Guarantor, under this Guarantee, is limited to the value of the contract entered between the Company and the Corporation i.e. up to This will, however, be in addition to the forfeiture of the Performance Guarantee furnished by the Company.
5. The Guarantor represents that this Guarantee has been issued after due observance of the appropriate laws in force in India. The Guarantor hereby undertakes that the Guarantor shall obtain and maintain in full force and effect all the governmental and other approvals and consents that are necessary and do all other acts and things necessary or desirable in connection therewith or for the due performance of the Guarantor's obligations hereunder.
6. The Guarantor also agrees that this Guarantee shall be governed and construed in accordance with the laws in force in India and subject to the exclusive jurisdiction of the courts of Agartala, Tripura, India.
7. The Guarantor hereby declares and represents that this Guarantee has been given without any undue influence or coercion from any person and that the Guarantor has full understood the implications of the same.



8. The Guarantor represents and confirms that the Guarantor has the legal capacity, power and authority to issue this Guarantee and that giving of this Guarantee and the performance and observations of the obligations hereunder do not contravene any existing law or any judgment.

For & on behalf of (Parent Company)

M/s _____

Witness :

- 1.
- 2.

Annexure-3

PROFORMA FOR LETTER OF AUTHORITY FOR SIGNING OF BID

Dated:

To,

Oil and Natural Gas Corporation Limited
CIVIL SECTION, ENGINEERING SERVICES
ONGC, TRIPURA ASSET
AGARTALA-799014
Attn: Chief Engineer (Civil), In-charge Tender Cell

Dear Sir,

Sub: **ONGC TENDER NO: TE1BC08002**

I/We _____ do hereby confirm that
Mr. _____ (Name (s), position held and address) is/are
authorized to represent us to tender, negotiate and conclude the
agreement on our behalf with you against your Tender Invitation No.
_____ for “ARCHITECTURAL CONSULTANCY FOR
CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA
ASSET, AGARTALA
”

We confirm that we shall be bound by all the whatsoever our said agents shall
commit.

Yours faithfully,

Signature:

Name and Designation

For and on behalf of

NOTE:

This letter of authority should be on printed letterhead of the Bidder, and should
be signed by a person competent and having the power of attorney (power of
attorney shall be annexed) to bind such Bidder. If signed by a Consortium, it
should be signed for each member of the Consortium by persons competent
and having the power of attorney (Power of attorney shall be annexed) to bind
such member of the Consortium.

THE CONSULTANT

95

ONGC



Annexure-4

**PROFORMA FOR AUTHORISATION LETTER FOR ATTENDING TENDER
OPENING**

No.

Dated:

To,

Oil and Natural Gas Corporation Limited
CIVIL SECTION, ENGINEERING SERVICES
ONGC, TRIPURA ASSET
AGARTALA-799014

Attn: Chief Engineer (Civil), In-charge Tender Cell

Dear Sir,

Subject : **ONGC Tender No. TE1BC08002**

Mr..... has been authorized to be present at the time of opening of above tender for “Architectural Consultancy for “ARCHITECTURAL CONSULTANCY FOR CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA” due on..... at, on my/our behalf.

Yours faithfully

Signature:
Name and Designation

For and on behalf of

Copy to: Mr.....for information and for production before the Chief Engineer (Civil), In-charge Tender Cell, ONGC TRIPURA ASSET, AGARTALA-799014 at the time of opening of bids.

NOTE:

This letter of authority should be on printed letterhead of the Bidder, and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a Consortium, it should be signed for each member of the Consortium by persons competent and having the power of attorney (Power of attorney shall be annexed) to bind such member of the Consortium.

THE CONSULTANT

96

ONGC



Annexure-5

PROFORMA FOR WORK EXPERIENCE

BIDDERS PAST SERVICES (SIMILAR) PROFORMA

Sl.No .	Name & Address of Client	Period		Description Of Services Completed Successfully	Project Cost	Remar k
		From	To			

NOTE: Documentary Evidence in the form of certified copies of work order/contract, completion certificate and certification of the Project cost of the works mentioned above from the clients duly attested by the Notary public in support of the above to be submitted by the bidder.

Signature of the Bidder _____

Name _____

Seal of the Company

Annexure-6

BEC MATRIX

BEC Clause No.	Evaluation Criteria	Compliance by the bidder by indicating Yes or No.	Bidder to indicate the relevant page no. of their bid corresponding to each point.
A.	VITAL CRITERIA FOR ACCEPTANCE OF BIDS:-		
A.1	Whether any exceptions / deviations taken in the bid?	YES / NO	
A.2	Whether noted evaluation criteria as per BEC and point wise compliance of BEC filled up in BEC-MATRIX?	YES / NO	
B.	REJECTION CRITERIA		
B.1	TECHNICAL REJECTION CRITERIA		
B.1.1	BROAD SCOPE OF WORK:		
	Whether categorically confirmed to execute the work strictly as per Scope of Work with technical specifications as detailed in the Bid document (including addendum if any issued subsequently)?	YES / NO	
B.1.2	EXPERIENCE CRITERIA: -		
B.1.2.a	Whether bidder submitted a Notary attested copy of registration certificate/s with the Council of Architecture (India)?	YES / NO	
B.1.2.b	Whether bidder possesses minimum experience as per criteria and submitted copies of completion certificates and work orders as a documentary proof of experience?	YES / NO	
B.1.2.c	Whether submitted Questionnaire for assessment of Architectural Consultancy Firm duly filled up.	YES / NO	
B.1.2.d	Whether the bidder is Indian company?	YES / NO	
	Whether the bidder is Indian Joint venture company?	YES / NO	
B.1.3	Details and Documentary proof required as per BEC clause B1.2.a, B1.2b & B1.2c of the bidder and the collaborator (in case of collaboration) or of joint venture partner (in case of a joint venture), are submitted?	YES / NO	

Bmmmtu

B.1.4		Whether the bidder is a consortium of companies?	YES / NO	
	a	If yes, whether the leader of the consortium fulfills the minimum experience requirement as per Para B1.2.a, B1.2b & B1.2c above?	YES / NO	
	b	Whether the leader of the consortium has submitted confirmation of unconditional acceptance of full responsibility of executing the 'Scope of work' of this tender?	YES / NO	
	C	Whether bidder has submitted undertaking from all the members of the consortium in their MOU that each party shall be jointly and severally liable to ONGC for any and all obligations and responsibilities arising out of this contract?	YES / NO	
B.1.5	<u>a</u>	Whether Indian companies/ Joint Venture companies whose proposal for technical collaboration/ Joint Venture involves foreign equity participation or payment of royalty and / or lump sum for technical know-how and whether Govt. approval is necessary?	YES / NO	
		If yes, then whether confirm to submit copy of Govt. approval on their application submitted to SIA, prior to the date price bid opening?	YES / NO	
	<u>b</u>	Whether Bidder has submitted Memorandum Of Understanding (MOU) / Agreement with their technical collaborator / joint venture partner (in case of Joint venture) clearly indicating their roles under the scope of work?	YES / NO	
	<u>C</u>	Whether MOU / Agreement concluded by the bidder with technical collaborator / joint venture partner (in case of joint venture), is also addressed to ONGC and clearly states that the MOU / Agreement is applicable to this tender and shall be binding on them for the contract period?	YES / NO	
		Whether bidder accepts that notwithstanding the MOU / Agreement, the responsibility of completion of job under this contract will be with the bidder.	YES / NO	
B.1.6		Whether the bidder is a 100% subsidiary company of the parent company?	YES / NO	

	<u>If yes, whether submitted document proof that the bidder is a 100% subsidiary company of the parent company.</u>	YES / NO	
	<u>Whether the parent company possesses minimum experience as per criteria submitted copies of completed certificates and work orders documentary proof of experience?</u>	YES / NO	
	<u>Whether submitted Agreement (as per format enclosed) between the parent company and the subsidiary company.</u>	YES / NO	
	<u>Whether submitted Corporate Guarantee (as per format enclosed) from the parent company to ONGC for fulfilling obligation under the Agreement.</u>	YES / NO	
B.1.7	<u>Whether the bidder/ their consort partner/their Associate should possess Electrical contractor's license issued by PWD or Govt. authority?</u>	YES / NO	
B.1.8	<u>Whether time schedule specified for completion of entire scope of work is accepted?</u>	YES / NO	
B.2	COMMERCIAL REJECTION CRITERIA		
B.2.1	<u>Proof of the sale/issue of bid document</u> Whether the forwarding letter, in original, as a proof of issue of the tender document duly signed by tender issuing officer is enclosed by the bidder along with bid.	YES / NO	
B.2.2	<u>Acceptance of terms & conditions:</u> Whether the bidder has confirmed unconditional acceptance of General Terms and Conditions of Contract, Special Conditions of Contract and Instruction to Bidders?	YES / NO	
B.2.3	(a) Whether bidder has submitted Earnest Money Deposit / Bid Security / Bid Bond / Bank Guarantee for the amount of Rs5,94,000/- (Rupees five lakhs ninety four thousand only) along with the offer.	YES / NO	
	(b) Whether offer is Telex/ Telegraphic /Fax/ E-Mail/ Xerox/ Photo copy?	YES / NO	
	(c) Whether offer is made by Agents/consultants / Retainers/Representatives/Association of foreign principals?	YES / NO	

	(d) Whether the Offer confirms unconditional validity of the bid for <u>180 days</u> from the date of opening of bid?	YES / NO	
	(e) Whether the prices are firm during the entire duration of the contract and without any qualifications?	YES / NO	
	If no, whether any qualifications are proposed?	YES / NO	
	(f) Whether bidder has confirmed acceptance of time period indicated in the bid document?	YES/NO	
B.2.4	Whether the Bidder has accepted to bear, within the quoted rates, the all taxes, levies and duties as applicable arising out of this contract?	YES / NO	
	Whether the Bidder has accepted to bear, within the quoted rates, the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract?	YES / NO	
C.	EVALUATION CRITERIA		
C.1	EVALUATION CRITERIA: whether the evaluation criteria accepted?	YES / NO	
C.2	Purchase preference to central PSUs: Whether purchase preference clause accepted?	YES/NO	
D.	GENERAL:		
D.1	Whether, bidder has confirmed that he is neither blacklisted nor debarred by any organization for issue of tender papers and award thereof?	YES/NO	
D.2	Whether the clause accepted?	YES/NO	
D.3	The bidder confirms that he has not offered any service / benefit of any manner to any employee of ONGC.	YES/NO	
E.	Whether the bidder has returned the Integrity Pact duly filed up and signed by the authorized signatory(ies) along with their techno-Commercial bid?	YES/NO	

Signature of the Bidder

Name.....
THE CONSULTANT

101

ONGC

Bmmmtu

the Company

Seal of

Place:

Date:

Annexure-7

QUESTIONNAIRE FOR ASSESSMENT OF ARCHITECTURAL CONSULTANCY FIRM FOR CONSTRUCTION OF NEW OFFICE BUILDING AT AGARTALA

Cut-off marks for pre-qualification shall be 70%.

S No	Parameter	Marks	Documents Required	Bidder to indicate the relevant page no. of their bid corresponding to each point.
1	Standing and Capability: Year of establishment of the firm		Documentary evidence showing the date of registration of the Company duly attested by a Notary public.	
2a)	Design(Architectural and structural) of multistoried corporate/office/hotel/Specialty hospital or any other building involving Civil, Interiors, Furniture/furnishing, design of all services like plumbing, Electrical, HVAC, Tele-communication, Fire-detection, Fire fighting system, Lifts and landscaping etc. during last 7 years (To be reckoned from the last date of preceding month to the one in which bids are invited) as below: i. <i>Three</i> Project costing 40% of the estimated cost of Rs.59.42 Crores i.e. Rs.23.77 Crores or more: OR ii. <i>Two</i> Project costing 50% of the estimated cost of Rs.59.42 Crores i.e. Rs.29.71 Crores or more: OR		Photocopies of completion certificates from client/employer with duly attested by Notary public and photographic evidence.	

Bmmetu

	iii One Project costing 80% of the estimated cost of Rs.59.42 Crores i.e. Rs.47.54 Crores or more:			
2(b).	Number of large projects designed (Architectural and structural) during last 7 years (To be reckoned from the last date of preceding month to the one in which bids are invited) At least one State-of-art multistoried centrally air-conditioned corporate /commercial/ office/ hotel/ hospital building including services and/or <u>based on Green Building Concept</u> each costing Rs.59.42 Crores or more (excluding the one mentioned in Sl.No.3(a) above)		Photocopies of completion certificates from client/employer duly attested by Notary public and photographic evidence.	
3.	Number(s) of competitive Award(s) received: (Awards to be of Recognized National/International Forums e.g. Council of Architects, IIA, JK, Inside-Outside, RIBA, AIA, USGBC etc.)		Certified photocopies of the award(s) duly attested by Notary public.	
4.	Total	100		

Annexure-8

CERTIFICATE OF ACCEPTANCE / COMPLIANCE/ CONFIRMATION

1. **All terms and conditions of the tender N0 UC13C07001 for the work “ARCHITECTURAL CONSULTANCY FOR CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA” are acceptable to us and we have not made any deviation from the same of put forth any additional Condition in our offer.**
2. We confirm unconditional validity of our Offer for 180 days from the date of opening of bid.
3. We confirm that we have quoted for complete scope of work and shall execute the work strictly as per Scope of Work with technical specifications as detailed in the Bid document.
4. We accept the Time schedule of completion of the work.
5. We accept the stipulations of the Bid Evaluation Criteria and methodology.
6. We confirm that we have not indicated any separate discount.
7. We certify that our company / Firm was never blacklisted nor debarred by any Central Govt. /State Govt. / State PSU/Central PSU for issue of tender papers and award thereof.

Signature of the Bidder

Name.....

Seal of the Company

Place:

Date :

Bmmeta

Annexure-9

Proforma of Bank Guarantee towards Bid Security BID BOND

Ref. No.....
No.....

Bank

Guarantee

Dated

.....

To,
Oil and Natural Gas Corporation Limited
TRIPURA ASSET,
AGARTALA-799014
INDIA.

Dear Sirs,

1. Whereas Oil & Natural Gas Corporation Ltd. incorporated under the Companies Act, 1956, having its registered office at Jeevan Bharti, Tower-II, 124 Connaught Circus, New Delhi - 110001 - India and one of its offices at AGARTALA (hereinafter called 'ONGC' which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a Tender No. _____ and M/s _____ having Head/Registered office at _____ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No. and Bidder having agreed to furnish as a condition precedent for participation in the said tender an unconditional and irrevocable Bank Guarantee of Indian Rupees/US Dollars (in figures) _____ (Indian Rupees / US Dollars (in words) _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting Tender (NIT) and other terms and conditions contained in the Bidding documents supplied by ONGC which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by ONGC, the amount of Indian Rs. / US\$ (in figures) _____ (Indian Rupees/ US Dollars (in words) _____)

THE CONSULTANT

106

ONGC

Bmmmtu

_____ only) in aggregate at any time without any demur and recourse, and without ONGC having to substantiate the demand. Any such demand made by ONGC shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

4. The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place from where tenders have been invited.

5. This guarantee shall be irrevocable and shall remain in force up to _____ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

6. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____ only) and our guarantee shall remain in force until (indicate the date of expiry of bank guarantee) _____.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this day of at

WITNESS NO. 1

(Signature)
Full name and official
address (in legible letters)

(Signature)
Full name, designation and
official address (in legible
letters) with Bank stamp.

Attorney as per Power of
Attorney No.....

Dated

WITNESS NO. 2

(Signature)
Full name and official address
(in legible letters)

Note:

- (i) This Bank Guarantee/all further communications relating to the Bank Guarantee should be forwarded to Chief Engineer (Civil), In-charge Tender Cell, ONGC, TRIPURA ASSET, AGARTALA-799014 only
- (ii) Bank guarantee, duly executed as per the above format, is to enclosed with the offer

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE TOWARDS BID
SECURITY**

1. The Bank Guarantee by Indian Bidders will be given on non- judicial stamp paper as per stamp duty applicable at the place where the tender has emanated. The non-judicial stamp paper should be in name of the issuing Bank.
2. Foreign Bidders are requested to execute Bank Guarantee as per law in their country.
3. Please indicate the currency in which Bank Guarantee is being given Indian Rupees/US\$ have been mentioned only for illustration. Therefore, in case where Bank Guarantee is being given in a currency other than Rupees/US\$, these terms may be deleted and replaced by relevant currency.
4. The expiry date should be arrived at by adding 60 days to the date of expiry of the bid validity unless otherwise specified in the bidding documents.
5. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Banks only. The Foreign bidders will give Bank Guarantees from an Indian Bank situated in their city. In case no Indian Bank is situated in bidder's city then Bank Guarantee from foreign Bank acceptable to ONGC (whether situated in bidder's country or in India) will be considered. A list of such acceptable foreign banks can be taken from the office, if required. If any foreign bidder desires to furnish guarantee from a bank other than those included in the list, such bidder should furnish collateral security/guarantee/confirmation from any of these 201 banks or the state Bank of India.

Bmmetu

Annexure-10

PRO FORMA FOR BANK GUARANTEE FOR PERFORMANCE/SECURITY FOR PERFORMANCE

(To be executed on Rs.100/- Non-judicial Stamp Paper)

Ref No. _____
No. _____

Bank

Guarantee

Dated

:

To,

Oil & Natural Gas CORPORATION
Tripura Asset, Agartala-799014
India

Dear Sirs,

1. In consideration of Oil & Natural Gas CORPORATION Limited, incorporated under the Companies Act, 1956, having its Registered Office at Jeevan Bharti, Tower-II, 124 Connaught Circus, New Delhi-110001, India and one of its offices at Agartala, Tripura State, India, (hereinafter referred to as 'ONGC', which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. _____ dated _____ (hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s _____ having its registered/head office at _____ (hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and ONGC having agreed that the CONTRACTOR shall furnish to ONGC a performance guarantee for Indian Rupees/US\$ for the faithful performance of the entire CONTRACT.

2. We (name of the bank) _____ registered under the laws of _____ having head/registered office at _____ (hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any /all moneys to the extent of Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) without any demur, reservation, contest or protest and/or without any reference to the CONTRACTOR. Any such demand made by ONGC on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by ONGC in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.

THE CONSULTANT

109

ONGC

Bmmmtu

3. The Bank also agrees that ONGC at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that ONGC may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that ONGC 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 CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in ONGC against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any forbearance, act or omission on the part of ONGC or any indulgence by ONGC to the said CONTRACTOR(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of ONGC under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till ONGC discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of ONGC or that of the CONTRACTOR.

7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase CONTRACT has been placed.

9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs./US\$ (in figures) _____ (Indian Rupees/US Dollars (in words) _____) and our guarantee shall remain in force until _____.(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of ONGC under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of ONGC under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorised officer has set its hand and stamp on this day of20__ at

WITNESS NO. 1

(Signature)
Full name and official

(Signature)
Full name, designation and

THE CONSULTANT

110

ONGC

Bmmatu

address (in legible letters)
stamp

WITNESS NO. 2

.....

(Signature)

Full name and official

address (in legible letters)

address (in legible letters) with Bank
Attorney as per power of

Attorney No.....

Dated

STRUCTIONS FOR FURNISHING PERFORMANCE GUARANTEE

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase CONTRACT has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. Foreign parties are requested to execute bank guarantee as par law in their country.
3. Foreign bidders will give guarantee either in the currency of the offer or US \$ (US Dollar) i.e. Indian Rs/US \$ have been mentioned only for illustration. Therefore, in case where bank guarantee is being given in currency other than 'Rupees' or U.S.\$, indicate the relevant currency of the offer.
4. The expiry date should be arrived at by adding 60 days to the CONTRACT completion date unless otherwise specified in the bidding documents.
5. The Bank Guarantee by Indian bidders will be given from Nationalized/Scheduled Banks only. The Foreign bidders will give Bank Guarantees from an Indian Bank situated in that country. In case no Indian Bank is situated in bidder's country then Bank Guarantee from foreign Bank acceptable to ONGC (whether situated in bidder's country or in India) will be considered. A list of foreign banks acceptable to ONGC can be taken from the office, if required. If any foreign bidder desires to furnish guarantee from a bank other than those included in the list, such bidder should furnish collateral security/guarantee/ confirmation from any of these 201 banks or the State Bank of India.

Bmmeta

Annexure-11

AGREEMENT

No.

THIS AGREEMENT is entered into this -----day of ----- 2008,

BETWEEN

Oil And Natural Gas Corporation Limited (ONGC), a Company registered under the Companies Act, having its registered office at Jeevan Bharti Building, Tower – II, 124 Indira Chowk, New Delhi – 110 001 and one of it's offices at ONGC, Tripura Asset, Badarghat, Agartala-799014 (hereinafter referred to as 'Company' which expression shall unless excluded or repugnant to the context or meaning thereof mean and include its successors and assigns) of the ONE PART

AND

----- (THE CONSULTANT), -----
----- (hereinafter referred to as 'Consultant' which expression shall, unless excluded by or repugnant to the context or meaning thereof, mean and include its successors and assigns) of the OTHER PART.

WHEREAS ONGC, a Navratna Central Public Sector Company in India, engaged in the Exploration, Production and other downstream activities for recovery of crude oil and natural gas in India and abroad and with the objective of increasing the degree of energy self-sufficiency of India and creating value through exploring and exploiting hydrocarbons in the most optimum way, is full fledged vertically integrated petroleum company, intends to construct a 'Green, Energy Efficient, Intelligent and Barrier Free Building' at Agartala.

WHEREAS the Company is desirous of obtaining the Architectural Consultancy Services for the construction of their "**GREEN BUILDING OFFICE COMPLEX**" at Badarghat, Tripura Asset, Agartala-799014, including but not limited the following activities:

- Conceptualization, designing and planning for construction of 'Green, Energy Efficient, Intelligent and Barrier Free Building' at **Badarghat, Tripura Asset, Agartala-799014**, preparation of complete Bid package for selection of EPC (LSTK) contractor through National Competitive Bidding, assistance during Pre-bid Conference, Evaluation of bids, recommendation for award, finalization of contract documents, review of residual engineering.

AND WHEREAS, the Consultant has represented to the Company that it possesses the necessary expertise, experienced manpower, requisite facilities in respect of the said Services.

THE CONSULTANT

112

ONGC



AND WHEREAS pursuant to the above, the Company has awarded to the Consultant the Contract for the said Services on the terms and conditions as agreed to by the two parties as of the said date of this agreement and as outlined in this Agreement (hereinafter also referred to as 'the Contract'). The date of this agreement is the effective date of commencement of this Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- a) In this agreement words and expression have the same meaning as are respectively assigned to them in General Condition of Contract.
- b) The following documents annexed herewith shall be taken as mutually explanatory of one another and shall be deemed to form and be read and construed as integral parts of this Contract and in case of any discrepancy, conflict, dispute they shall be referred to in the order of priority as cited below:
 - 1. Agreement
 - 2. : General Conditions of Contract
 - 3. : Scope of Work
 - 4. Annexure-18 : Price schedule
 - 5. : The consultant's offer and subsequent letters, all as itemized in the Agreement, as if hard copies of the same were laid out at Annexure-15.
 - 6. Annexure-10 : Performa of Performance/Security Bank Guarantee
 - 7. Annexure-12 : Performa for Integrity Pact
 - 8. Annexure-13 : Standard coordination procedure for Architectural Consultancy
- c) The Contract constitutes the entire Agreement between the Company and the Consultant, with respect to the subject matter of the Contract and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of Agreement.
- d) The Consultant hereby covenants with Company to perform the Services in conformity in all respect with provisions of the Contract and in consideration of the carrying out by the Consultant, the Company hereby covenants to pay the amounts at the times and in the manner described hereinafter.

IN WITNESS WHEREOF the parties here to have here unto set their respective hands at Agartala on the day and year first above written, in duplicate with each PARTY receiving one original signed document.

THE CONSULTANT

113

ONGC



For and on behalf of
Oil And Natural Gas Corporation
--
Limited
--

For and on behalf of

-----,

-----,

WITNESSES:

(1) (1)

(2) (2)

WITNESSES:

-----,

Annexure-12

INTEGRITY PACT

Between

Oil and Natural Gas Corporation Ltd (ONGC) hereinafter referred to as "The Principal",

and

_____ hereinafter referred to as "The Consultant"

Preamble

The Principal intends to award, under laid down organizational procedures, contract for "ARCHITECTURAL CONSULTANCY FOR CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA". The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Consultant/s.

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

Section 1 - Commitments of the Principal

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



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

Section 2 - Commitments of the Consultant/s

- (1) The Bidder / Architectural Consultant commit itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Consultant/s will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Consultant/s will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 3. The Consultant/s will not commit any offence under the relevant Anti-corruption Laws of India; further the Consultant/s will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Consultant/s will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Consultant/s will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

- (1) If the Consultant/s has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Consultant/s from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (3) The Consultant/s accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Consultant/s can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Consultant/s from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Consultant/s liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Consultant/s liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The consultant/s agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Consultant/s can prove and establish that the exclusion of the Consultant/s from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the



Consultant/s shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

- (1) The Consultant/s declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Consultant/s makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Consultant/s / Sub-consultant/s

- (1) The Consultant/s undertakes to demand from all sub-consultants a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Consultant/s and Sub-consultant/s.
- (3) The Principal will disqualify from the tender process all consultant/s who do not sign this Pact or violate its provisions.

Section 7-Criminal charges against violating Consultant(s) / Sub-consultant(s)

If the Principal obtains knowledge of conduct of a Consultant/s or Sub-consultant/s, or of an employee or a representative or an associate of a Consultant/s or Sub-consultant/s, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract) (To be decided by the Chairperson of the Principal)

- (1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

- (3) The Consultant/s accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Consultant/s. The Consultant/s will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-consultants. The Monitor is under contractual obligation to treat the information and documents of the Consultant / Sub-consultant with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Consultant. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the consultant/s to present its case before making its recommendations to the Principal.
- (6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.
- (8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

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



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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Consultant is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For and on behalf of
**Oil And Natural Gas Corporation
Limited**
(Principal)

For and on behalf of

(Consultant)

WITNESSES

(1) -----

(1)-----

(2) -----

(2)-----

Place: Agartala

Date: _____

Bmmetu

Annexure-13

STANDARD COORDINATION PROCEDURE FOR ARCHITECTURAL CONSULTANCY

COMPANY: Oil and Natural Gas Corporation Limited

CONSULTANT:

[A - APPROVE, R - REVIEW, P - PERFORM, C - CONTRIBUTE]

Sr. No.	Activities	ONGC	Consultant	Contractor(s)	Remarks
I.	CONCEPT, DESIGN, ENGINEERING & ESTIMATES				
1.	Concept, drawing preparation, detailing, planning, 3D-walk-through.	A	P	-	
2.	Preliminary estimates	A	P	-	
3.	Approval of works from statutory authorities	-	P	-	
4.	Specifications, their descriptions etc.	A	P	-	
5.	detailed engineering based on Green Building Concept and to achieve standards matching with LEED Platinum Rating	-	C	-	
6.	Detailed approval for execution drawings	A	P	-	
7.	Detailed Estimates	A	P	-	
8.	As-built drawings	-	R/P	C	
9.	Occupancy certificate from local authorities.	-	P	-	
II.	SITE MANAGEMENT				
1.	Management of contracts	P	-	C	
2.	Programming of contractor's work				
2(a)	Overall schedule	A	-	C	
2(b)	Detailed schedule for individual contractor	A	-	C	

THE CONSULTANT

121

ONGC

Pranay

Sr. No.	Activities	ONGC	Consultant	Contractor(s)	Remarks
2(c)	Preparation of monthly Construction programmes and reports	A	-	C	
2(d)	Allocations of day-to-day work	-	-	C	
3.	General Supervision of work				
3(a)	Checking of orientation & coordinates at time of placement of setbacks/ building	A	R	P	
3(b)	Continuous association with contractor's work under execution	R	R	C	
3(c)	Protection of material/ equipment after installation till taking-over	-	-	P	
4.	Expediting shop drawings & documents	A	R	P	
5.	Inspection/ Testing				
5(a)	Field Inspection of work	P	-	C	
5(b)	Witnessing of final test by contractor/ vendor	P	-	C	
6.	Approval, acceptance & issue of completion certificates to contractors	A	-	-	
7.	Effective coordination & guidance to various contractors	P	-	C	
8.	Bills of payment				
8(a)	Certification of measurements & bills	P	-	C	
8(b)	Checking of accounts	P	-	-	
8(c)	Payment to contractors	P	-	-	
9.	Monthly progress	A/R	-	C	
10.	Safety	R	-	P	
11.	Cost monitoring and control	A/R	-	C	
12.	Extra items/ claims etc.	A/R	R/P	C	
13.	Extension of time/ Liquidated damages	A/R	-	C	
III.	MANAGEMENT AND ADMINISTRATION				

Sr. No.	Activities	ONGC	Consultant	Contractor(s)	Remarks
1.	Overall management field and administration	P	-	C	
2.	Stopping contractors/ sub-contractor from proceeding with work when work is unsatisfactory	P	-	-	
3.	Rejection of work	A	-	C	
4.	Approval of repair procedures	A	-	C	
5.	Field modifications	P	-	C	
IV.	COORDINATION				
1.	With local bodies and statutory authorities	R	P	C	
2.	With Architect/ Consultants	R	P	P	
3.	With contractors	R	P	-	

NOTE: All statutory approvals for building works, sanction and approval of power load from State Electricity Board, sanction and approval from Chief Fire Officer and Explosive Inspector, completion certificate, occupancy certificate, etc. shall be in scope of the Consultant. Necessary assistance shall be provided by ONGC in obtaining these approvals.

Annexure-14

CHECK LIST

The bidders are advised in their own interest to ensure that the following points / aspects, in particular, have been complied with in their offer, failing which the offer is liable to be rejected.

- A. Please tick the box(es) whichever is / are applicable and cross the box (es) whichever is / are not applicable.
- B. Please sign each sheet.
- C. The check-list, duly filled in, must be returned along with the offer.

1. Whether Earnest Money deposit /Bank Guarantee for the requisite Bid Bond has been enclosed with the offer?

Yes ☐ No ☐

2. If so, furnish the following:

- i. Name of the bank
- ii. Value
- iii. Bank draft number /Number
- iv. Date of issue
- v. **Period of validity of the Bank Guarantee (it should not be less than 240 days)**

3. Whether the period of validity of the offer is as required in the Bidding Documents?

Yes ☐ No ☐

If not, mention the extent of variation:

4. Whether the offer has been signed indicating the full name and designation of the signatory?

Yes ☐ No ☐

If yes, indicate whether it has been signed by:

Manager / Secretary	☐	Managing Director	☐	Director	☐
Sole Partner	☐	Active Procurator	☐	Pre-Proprietor	☐

THE CONSULTANT

☐

124

ONGC

Bmmeta

All the partners

(If signing as a Partner, a copy of the partnership deed and if signing as a Director, a copy of the Memorandum and Articles of Association of Corporation / Company with proper authorization in favor of the signatory must be enclosed with the offer).

5. Has the bidder given the details of the past experience along with the names of the clients to whom similar services have been provided in past, along with their Performance Report?

Yes ☐ No ☐

6. Whether the offer is being sent in sealed cover and super scribed with Tender No. and closing / opening date?

Yes ☐ No ☐

7. Has the Tender been submitted in three copies (One original + two additional copies)

Yes ☐ No ☐

8. Is the offer being sent by registered post or proposed to be hand delivered or dropped in Tender Box?

Registered Post ☐ Tender Box ☐ Hand Delivered ☐

9. Has it been ensured that there are no over-writings in the Tender?

Yes ☐ No ☐

If no, have corrections been properly attested by the person signing the Tender?

Yes ☐ No ☐

10. Are the pages of the Tender consecutively numbered and an indication given on the front page of the Tender as to how many pages are contained in the Tender?

Yes ☐ No ☐

11. Has the tender been prepared in sufficient details as per requirement of ***Bid evaluation criteria, Questionnaire for assessment of***

Bmmetu

consultancy firm, BEC Matrix and Instructions to bidders so as to avoid post-tender opening clarifications / amendments?

Yes ☐ No ☐

12. Whether all the Appendices of the Bidding Documents, duly filled in, have been enclosed?

Yes ☐ No ☐

13. Whether all the Terms and Conditions of the Bidding Document are accepted/ complied?"

Yes ☐ No ☐

If not, the clauses not acceptable may please be indicated below

14. Whether acceptance of time schedule of completion accepted/ complied?"

Yes ☐ No ☐

15. Whether Integrity Pact duly signed by the authorized signatory enclosed?

Yes ☐ No ☐

16. Whether the proposal being offered fully conforms to the required technical specification and covers the complete scope?

Yes ☐ No ☐

17. Has the bidders quoted his (permanent Account Number) for Income Tax Purpose?

Yes ☐ No ☐

Signature:
Name and Designation or and on behalf of
Seal of the Company

Bmmatu

Annexure-16



OIL AND NATURAL GAS CORPORATION LTD
Finance And Accounts, Tripura Asset, Agartala-799014
Performa for Submitting the Bank Details of EFT payment

S.No	Details	To be filled by the vendor
1	Name of the vendor	
2	Vendor Code (6 Digits)	
3	PAN Number	
4	VAT Registration No.	
5	Account Number (Minimum 11 Digits)	
6	Name of the Bank	
7	Name of the Branch	
8	MICR CODE	
9	IFSC	
10	Type of account	(Savings / Current)
11	E Mail ID	
12	For ONGC use only (Finance section)	Entered Sent Updated

Bankers Certificate

I hereby certify that the aforesaid given BANK DETAILS are Correct and the Branch is a Core Banking Branch/ NEFT Enabled Branch.

Branch Manager Signature
With Seal

Signature of the Applicant

Forwarded to Finance

Signature of User Section/ Indenter/MM Department (Name, Designation & Seal)

Bmmeta

PART-B

SCHEDULE OF PRICE (FIXED)

TENDER NO. :

**NAME OF WORK: ARCHITECTURAL CONSULTANCY FOR
CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT
TRIPURA ASSET, AGARTALA**

Bmmeta

Annexure-17

PREAMBLE TO SCHEDULE OF PRICE

TENDER NO. : TE1BC08002

**NAME OF WORK: ARCHITECTURAL CONSULTANCY FOR
CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA
ASSET, AGARTALA**

1. The schedule of prices should be read with all other sections of the tender document.
2. The bidder shall be deemed to have studied the total Scope of work under this contract and acquainted himself the details of works to be carried out within the time schedule and to have acquainted himself of the conditions prevailing at site in discharge of his obligation
3. In case, any activity, though specifically not covered in schedule of prices descriptions, but the same is covered under scope of work / contract etc., no extra claim on this account shall be entertained, since Schedule of Price is to be read in conjunction with all other documents forming part of the Contract.
4. All the works, mentioned in the Schedule of Prices shall be carried out as per the instructions of Engineer-in-charge and the prices are inclusive of Design, Engineering, drawings called for in the details, specifications and conditions for the Contract.



Annexure-18

SCHEDULE OF PRICES

ALL PRICES IN INDIAN RUPEES

Sl. No.	Description	Percentage fees in words and figures
1.0	Percentage fee for the complete consultancy services as stated in the Agreement including conceptualization, designing, detailing, assisting in appointment of EPC (LSTK) contractor, including all taxes, duties and levies leviable on the Consultant for the scope of work defined in the agreement, insurance of Consultant's personnel, all man hours, computer hours including simulation hours, cost of head office management hours, cost of stationery, soft copies, preparation of following Bidding document and evaluation of bids including assistance during pre-bid conference: • Engagement of EPC (LSTK) contractor for <u>CONSTRUCTION OF GREEN BUILDING OFFICE COMPLEX AT TRIPURA ASSET, AGARTALA</u> • Engagement of 'Third Party Inspection and Certifying Agency' i) Above percentage fee also includes cost of a) concept development, preliminary estimation, obtaining statutory approvals (cost shall be born by ONGC), site data collection, detailed designing, detailed engineering, recommendation of award of works as mentioned above, review of residual engineering, if any, being carried out by LSTK contractor for Infrastructure development; review of test reports, engineering coordination and discussions with ONGC and LSTK contractor and their vendors, progress monitoring and expediting etc. b) Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in	5.00% (Five point zero zero percent only)

Bmmetu

	accordance with the conditions of contract and keep the Client informed and render advice on actions, if required. c) Appointment of a Construction Manager (Clerk of Works/ Site Supervisor) in order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision, for the entire LSTK contract period. ii) Non-deployment of a Construction Manager (Clerk of Works/ Site Supervisor) at site on any occasion will attract levy of compensation amounting to Rs.20,000/- per month or part of it.	
--	---	--

Note 1: The rates/ prices are inclusive of all applicable duties, taxes (including service tax, education cess etc.) and levies etc. as applicable on the scheduled date of submission of bid, if any, and ONGC would not undertake any responsibility whatsoever in this regard

Note 2: The rates indicated above shall remain firm and shall not be subject to escalation on any ground what so ever and inclusive of cost of all necessary visits of Consultant to Tripura Asset, Agartala, as when required by ONGC.

Note 3: Immediately after finalization of the concept by ONGC, Architectural Consultant will erect a model of the building at site, make arrangements for a 3D Walk-through presentation on a large screen, and erect a mock office room at the site, depicting the typical features of a 'Green', 'Intelligent' and Energy Efficient building in action to demonstrate the proposed technology to be adopted. The cost incurred by Architectural Consultant for erecting the model of the building and mock office room shall be reimbursed by ONGC on actual cost basis but excluding the cost of 3D-Walk-Through presentation, and no 'Fees' will be paid.

CHANGE IN LAWS AND REGULATIONS

Laws, Acts, Rules, Regulations etc. and the tariffs thereof considered by the Bidder while estimating the incidence of taxes, duties, fees, charges, levies etc. included in the bidder's prices for the Scope of Work, as per relevant provisions of General Conditions of Contract to be used for the purpose of adjustment of Contract Price in the event of change of Law in terms of Clause 29.0 of Contract are as under:

ITEM	Bidding Documents Clause Reference	Laws/Acts/Rules/regulations reference	Tariff rate indicating of tax/duty/fee/charge/levy	Amount included in the Lump sum price
Service Tax	11.0 29.0	Service Tax as applicable	12%	N/A
Education Cess	11.0 29.0	Education Cess as applicable	3%	N/A

Signature:
 Name and Designation
For and on behalf of
 Seal of the Company

Bmmeta