

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN**

OIL INDIA LIMITED invites ON-LINE BIDS from experienced / approved Contractors / Firms for the following mentioned work / service under **SINGLE STAGE COMPOSITE BID SYSTEM ON LIMITED TENDER BASIS** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

**ANNUAL MAINTENANCE CONTRACT (AMC) OF EMERSON MAKE PEX-130 AIR CONDITIONING UNITS AT ERP SERVER ROOM AT R&D BUILDING OF OIL INDIA LIMITED, DULIAJAN.**

**LOCATION** : ERP Server Room at R&D Building, Oil India Ltd, Duliajan.

**CONTRACT PERIOD** : 3 (Three) years.

**BID CLOSING/ OPENING DATE & TIME** : **19.04.2016 (11:00 HRS/14:00 HRS)**

Bidders to confirm that in the event of the award of Contract will submit Performance Security Deposit @ **7.5% of the 1 (One) Year contract value** and this will not earn any interest.

**2.0** Bid should be submitted online up to 11:00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 02:00 PM (IST) at Office of the DGM-Contracts in presence of authorized representative of the bidder.

**3.0** **The rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab.**

The bid and all uploaded documents must be Digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (CAI), Controller of Certifying Authorities (CCA) of India.

*Digital Signature Certificates having “Organization Name” field other than Bidder’s Name are not acceptable. However, aforesaid Digital Signature Certificates having Bidder’s Name in the “Organization Name” field are acceptable.*

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.

**4.0** The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.

**5.0** (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to debarment from participation in future tenders, at the sole discretion of the company and the period of debarment will not be less than 6 (six) months.

(b) The Bidder after submission of Bid may modify or withdraw its Bid prior to Bid Closing Date & Time.

(c) No Bid can be modified or withdrawn subsequent to the deadline for submission of Bids.

**6.0** The Bid must be valid for 180 (One Hundred Eighty) days from the date of opening of the tender.

**7.0** Conditional bids are liable to be rejected at the discretion of the Company.

**8.0** The work may be split up amongst more than one contractor at the sole discretion of the Company.

**9.0** The bidders are required to furnish the composition and status of ownership of the firm in whose name bid documents have been purchased / issued along with one or more of the following documentary evidences (which are applicable to the bidder) in support of the same and scanned copies of the same should be uploaded along with the Un-priced Techno-Commercial Bid documents.

**9.1** In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.

**9.2** In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.

**9.3** In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

**9.4** In case of Co-Operative Societies, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from Registrar of Co-Operative Societies and copies of Service Tax and Central Excise Registration Certificate.

**9.5** In case of Societies registered under the Societies Registration Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, registration certificate from the Registrar of the state and copies Service Tax and Central Excise Registration Certificate.

**9.6** In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Directors or persons who are at the helm of affairs, Certificate of Incorporation from the Registrar of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

**9.7** In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the Trustee or persons who are at the helm of affairs, registration certificate from the Registrar of the state, Trust Deed and copies Service Tax and Central Excise Registration Certificate.

**10.0** The selected bidder will be required to enter into a formal contract, which will be based on their bid and O.I.L's Standard Form of Contract.

**11.0** The successful bidder shall furnish a Performance Security Deposit in the form of Demand Draft / Banker's Cheque / Bank Guarantee as specified above before signing the formal contract. The Performance Security Deposit will be refunded to the Contractor after satisfactory completion of the work, but a part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason. This Security Money shall not earn any interest.

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

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

**14.0** **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.

**15.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the bidder shall be debarred for 2 (two) years from the date of default.

**16.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the case may be and forfeit Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

**17.0 The tender will be governed by:**

Forwarding Letter.  
Instruction to Bidders  
Part-I - General Conditions of Contract. (GCC)  
Part-II - Schedule of Work, Unit and Quantity (SOQ)  
Part-III - Special Conditions of Contract (SCC)  
Part-V - Safety Measures (SM)  
Proformas  
Price Bidding Format

**SPECIAL NOTE:**

Please note that all tender forms (**Forwarding Letter, Part – I / General Conditions of Contract / GCC, Part-II / Schedule of Work, Unit and Quantity / SOQ, Part-III / Special Conditions of Contract / SCC, Part-V / Safety Measures / SM & Price Bid**) and supporting documents are to be submitted through OIL's E-Procurement site only except following documents which are to be submitted manually in sealed envelope super scribed with Tender No. and due date to The DGM Contract, Contracts Department, Oil India Limited, Duliajan- 786602.

**a) ANY OTHER DOCUMENT REQUIRED TO BE SUBMITTED IN ORIGINAL AS PER TENDER REQUIREMENT.**

Scanned copy(s) of the same should also be uploaded along with the Un-priced Techno-Commercial Bid documents.

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications.

**18.0** The tender is invited under **SINGLE STAGE COMPOSITE BID SYSTEM ON LIMITED TENDER BASIS**. The bidder has to submit both the “Un-Priced Techno-Commercial” and “Priced” bid through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specification of the tender. The Price Bid rates shall be quoted per unit as specified in the “PRICE BIDDING FORMAT” attached under “Notes and Attachments” tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the “PRICE BIDDING FORMAT” will only be considered for evaluation.

**19.0** In Bid opening, both “Technical RFx” Tab Page & Price Bids will be opened. Please go through the help document provided in OIL's e-Portal, in detail before uploading the document.

## 20.0 SCREEN SHOTS:

**Display RFX Response:**

Go to this Tab “Technical RFX Response” for Uploading “Un-priced Techno-commercial Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Price Bid” files.

RFX Response Number 60006452 RFX Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 4

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

Details Send E-Mail Call Clear

Function	Number	Name	Valid fr
The table does not contain any data			

**On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Un-priced Techno-Commercial Bid” and “Priced Bid” in the places as indicated below:**

**Edit RFX Response:**

**BID ON “EDIT” MODE**

Area for uploading Un-Priced Techno-Commercial Bid\*

Area for uploading Priced Bid\*\*

Submit | Read Only | Print Preview | Check | Technical RFX Response | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
 RFX Owner WIPRO\_TEST1 Total Value 0.00 INR RFX Response Version Number 5

RFx Information | Items | Notes and Attachments | Conditions

▼ Notes

Add Clear

Assigned To	Category	Text Preview
The table does not contain any data		

▼ Attachments

Sign Attachment Add Attachment Edit Description Versioning Delete Create Qualification

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

**Note :**

\* The “Un-priced Techno-Commercial Bid” shall contain all techno-commercial details **except the prices**.

\*\* The “Price bid” must contain the price schedule and the bidder’s commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the Price Bid. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

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

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI0714L16  
INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Description of Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) General Conditions of Contract (GCC): **Part-I**
- d) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- e) Special Conditions of Contract (SCC): **Part-III**
- f) Safety Measures (SM): **Part-V**
- g) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- h) Proformas.

**2.2** The bidder is expected to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all information required in the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk & responsibility and may result in the rejection of its bid.

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

**3.2** Unsolicited offers will not be considered and will be rejected straightway.

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

**4.1** At any time prior to the deadline for submission of bids, the company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuance of an Addendum.

**4.2** The Addendum will be sent in writing through post / courier / Fax / e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the “Technical RFx” area under the tab “External Area ➔ Amendments”. The company may, at its discretion, extend the deadline for bid submission for any reason. Bidders shall also check OIL's E-Tender portal [“Technical RFx” area under the tab “External Area ➔ Amendments”] for any amendments to the bid documents before submission of their bids.

**5.0 PREPARATION OF BIDS**

**5.1** LANGUAGE OF BIDS: The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed

literature may be in another language provided it is accompanied by an English translated version, which shall govern for the purpose of bid interpretation.

## **5.2 DOCUMENTS COMPRISING THE BID:**

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

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BRC / BEC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach on or before **12.45 Hrs (IST) on the bid closing date failing which the bid shall be rejected.**

### **(B) PRICED BID:**

The Priced Bid shall contain the rates / prices along with the currency and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "PRICE BIDDING FORMAT" attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

## **6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for 180 (One Hundred Eighty) days from the date of opening of the tender.

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

## **7.0 FORMAT AND SIGNING OF BID:**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

## **8.0 SUBMISSION OF BIDS:**

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

Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder to bind the Bidder to the contract. The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3 with organization name", the bid will be rejected.

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

**8.2** Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company (OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company (OIL) may sustain on account thereof.

**8.3** Timely submission of the bids is the responsibility of the Bidder and Bids should be submitted before the bid closing date and time. Company shall not be responsible for any delay.

**8.4** Physical Bid/ E-mail/ Fax/Telephonic offers will not be accepted.

**8.5** Bidder shall submit the Bid, duly completed in terms of the Bid Document.

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

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

**9.1** Bids should be submitted on-line up to 11.00 AM (IST) (Server Time) on the Bid Closing date mentioned in the Forwarding Letter. Bidders will be permitted by System to make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

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

**9.3** The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before **12:45 Hrs (IST) on the bid closing date**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **10.0 LATE BIDS:**

**10.1** Bidders are advised in their own interest to ensure that their bids are uploaded in system before the closing date and time of the bid. Any Bid received by the Company after the Bid Closing Date & Time stipulated by the Company shall be rejected.

#### **11.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**11.1** Bidders will be permitted by System to withdraw their bid or make any changes in their bid after the bid has been uploaded by the bidder prior to the Bid Closing date and time as mentioned in the bid. But no changes or withdrawal would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**11.2** No bid can be modified / withdrawn subsequent to the deadline for submission of bids.

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead debarment from participation in future tenders, at the sole discretion of the company.

#### **12.0 EXTENSION OF BID SUBMISSION DATE:**

**12.1** Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and / or Time due to any reasons.

**13.0 BID OPENING AND EVALUATION:**

**13.1** Both Technical & Price bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

**13.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**13.3** OIL shall examine bids to determine whether they are complete, whether documents have been properly signed and whether the bids are generally in order.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

**13.5** To assist in the examination, evaluation and comparison of bids, normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice versa, clarifications may be sought by OIL at its discretion. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

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

**13.7** A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

**14.0 EVALUATION AND COMPARISON OF BIDS:**

**14.1** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

**14.2** DISCOUNTS / REBATES: Unconditional discounts / rebates, if any, given in the bid or along with the bid will be considered for evaluation.

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

**14.4** Conditional bids are liable to be rejected at the discretion of the Company.



**15.0 CONTACTING THE COMPANY:**

**15.1** Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 13.5.

**15.2** An effort by a Bidder to influence OIL in the bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

**16.0 AWARD CRITERIA:**

**16.1** OIL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**17.0 OIL'S RIGHT TO ACCEPT OR REJECT ANY BID:**

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

**18.0 NOTIFICATION OF AWARD:**

**18.1** Prior to the expiry of the period of bid validity or extended validity, OIL will notify the successful Bidder in writing by registered letter or by cable or telex or fax or e-mail (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.

**19.0 SIGNING OF CONTRACT:**

**19.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**19.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalised Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** This Performance Security must be valid for six months after the date of expiry of the tenure of the contract. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**19.4** The "Performance Security" will be refunded to the contractor within six months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

**20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:**

Bidders should note that the documents/information submitted by the bidder(s) against the tender are presumed to be genuine, authentic and true copy of the originals. However, in case at any stage of tendering process or during execution of the contract or after expiry of contract, if it is detected that bidder has submitted forged or fabricated documents or furnish false information towards fulfillment of any of the tender/contract conditions, Company shall immediately reject the bid of such bidder(s) or cancel/terminate the contract, as the

case may be and forfeit Security Deposit (SD) submitted by the bidder. Besides, bidder shall be liable for debarment for a period of 03 years from the date of issuance of debarment notice.

**21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax as per the following Format**

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

**TAX INVOICE**

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Oil India Limited, Duliajan, Assam

Invoice Serial No.....

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 14.5 % on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 14.5 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 14.5% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

**OIL INDIA LIMITED**  
(A Govt. of India Enterprise)  
Contracts Department,  
Duliajan, DISTRICT: DIBRUGARH  
ASSAM, PIN: 786602

**DESCRIPTION OF WORK/SERVICES:**

“Annual Maintenance Contract (AMC) of Emerson make PEX-130 Air Conditioning Units at ERP Server Room at R&D Building of Oil India Limited, Duliajan”

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

1. a) The contractor hereby agrees to carry out the work set down in the Schedule of work which forms part-II of this Contract in accordance with the 1968 General Conditions of Contract of Oil India Limited and General Specifications read in conjunction with any drawings and Particular Specifications & instructions which forms Part-III of the contract utilizing any materials/services as offered by the Company as per Part-IV of the contract at ERP Server Room at R&D Building, Oil India Ltd, Duliajan

b) In this Contract all words and expressions shall have the same meaning as are respectively assigned to them in the 1968 General Conditions of Contract of Oil India Limited which the Contractor has perused and is fully conversant with before entering into this Contract.

c) The clauses of this contract and of the specifications set out hereunder shall be paramount and in the event of anything herein contained being inconsistent with any term or terms of the 1968 General Conditions of Contract of Oil India Limited, the said term or terms of the 1968 General conditions of Contract to the extent of such inconsistency, and no further, shall not be binding on the parties hereto.

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

3. The Company's Engineer shall have power to:

a) Reduce the rates at which payments shall be made if the quality of work although acceptable is not up to the required standard set forth in the OIL Standard Specifications which have been perused and fully understood by the Contractor.

b) Order the Contractor to remove any inferior material from the site and to demolish or rectify any work of inferior workmanship, failing which the Company's Engineer may arrange for any such work to be demolished or rectified by any other means at the Contractor's expenses.

c) Order the Contractor to remove or replace any workman who he (The Engineer) considers incompetent or unsuitable; the Engineer's opinion as to the competence and suitability of any workman engaged by the Contractor shall be final and binding on the Contractor.

d) Issue to the Contractor from time to time during the progress of the work such further drawings and instructions as shall be necessary for the purpose of proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

e) Order deviations in Part II and III of this Contract. All such deviation orders shall be in writing and shall show the financial effect, if any, of such deviation and whether any extra time is to be allowed.

4. The Contractor shall have no claim against the company in respect of any work which may be withdrawn but only for work actually completed under this contract. The contractor shall have no objection to carry out work in excess of the quantities stipulated in Part-II if so ordered by the company at the same rates, terms and conditions.

5. The Company reserves the right to cancel this Contract at any time upon full payment of work done and the value of the materials collected by the contractor for permanent incorporation in the work under this contract particularly for execution of this contract up to the date of cancellation of the Contract. The valuation of the work done and the materials collected shall be estimated by the company's Engineer in presence of the contractor. The Contractor shall have no claim to any further payment whatsoever. The valuation would be carried out exparte if Contractor fails to turn up despite reasonable notice which will be binding on the Contractor.

6. The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the under noted Acts:

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of Wages Act, 1963.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act. 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

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

7. The Contractor shall clear away all rubbish and surplus material from the site on completion of work and shall leave the site clean and tidy.

8. The duration of the contract shall be **156 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half percent) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of 1st year contract value of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of 1st year contract value.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final.

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

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

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in anti-social activities, demonstration, riots, or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

10. The tendered all-inclusive Price (i.e. the Contract price) exclusive of Service Tax is Rs. XXXXXXXXXX (Not to be filled up by the bidder). This will be entered at the time of Signing of the agreement) but the Company shall pay the Contractor only for actual work done at the all inclusive rates set down in the Schedule of work Part II of this Contract.

11. The contractor employing 20 (twenty ) or more workmen on any day preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licensing Officer before undertaking any Contract work. The Contractor shall also observe the rules & regulations framed under the Contract Labour (Regulation & Abolition) Act.

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalized.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within any company's fenced area.

14. The Contractor shall ensure that all men engaged by him/her are provided with appropriate protective clothing and safety wear in accordance with regulation 89(a) and 89(b) in the Oil mines Regulations 1984. The Company's representative shall not allow/accept those men who are not provided with the same.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time will be borne by Contractor and the amount of the contract specified in the contract is inclusive of all tax liabilities but excluding Service Tax. Service Tax if applicable shall be, to the Company's account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.

16. The Contractor shall deploy local persons in all works.

17. The Contractor shall not engage minor labour below 18 (eighteen) years of age under any circumstances.

18. The Contractor and his/her workmen shall strictly observe the rules and regulations as per Mines Act (latest editions).

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

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

- i) Pay the Contractors in accordance with terms and conditions of the contract.
- ii) Allow access to Contractors and their personnel, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

**20. Special Conditions:**

a) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

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

**21. FORCE MAJEURE:**

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

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

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

**22. TERMINATION:**

22.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**: The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

22.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE**: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 21.0 above.

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

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

22.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT**: In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

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

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

23. **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

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

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

**24. SETTLEMENT OF DISPUTES AND ARBITRATION:**

**24.1 Arbitration (Applicable for Suppliers/Contractors other than PSU):**

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

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

<b>Claim amount (excluding claim for interest and counter claim, if any)</b>	<b>Number of Arbitrator</b>	<b>Appointing Authority</b>
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.



3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
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.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
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 Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. 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.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.  
  
In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. 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.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. 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.

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

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 24.1 & 24.2 will be Duliaganj, Assam. The award made in pursuance thereof shall be binding on the parties.

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

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

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

**26. SET OFF CLAUSE:**

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

**27. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

**28. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES:**

In normal case of works /service contracts, liquidated damages will be applicable @ 0.5% of the contract value per week or part thereof, for delay in contract mobilization/completion date subject to a maximum ceiling of Maximum 7.5% of 1st year contract value.

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

SIGNED & DELIVERED FOR AND  
ON BEHALF OF

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-----  
(Signature of Contractor or his legal  
Attorney)

----- by the hand of

-----  
(Full Name of Signatory)

-----  
its Partner / Legal Attorney

-----  
(Seal of Contractor's Firm)

-----  
(Signature of witness)

And in presence of

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

-----  
(Full Name of Signatory)

Address:

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

\_\_\_\_\_

Designation

Date \_\_\_\_\_

**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**Duliajan, Assam**

**DESCRIPTION OF WORK/ SERVICE:** Annual Maintenance Contract (AMC) of Emerson make PEX-130 Air Conditioning Units at ERP Server Room at R&D Building of Oil India Limited, Duliajan.

**Part-II Schedule of Work, Unit and Quantity (SOQ)**

Item No.	Description of Services*	UOM	Quantity
10	<b>Annual Maintenance and Servicing:</b> Annual Maintenance and Servicing of 05 Nos of Emerson Make PEX130 Air Conditioning Units	NO	15
20	<b>Shifting Operation and routine Maintenance:</b> Round-the-clock operation and maintenance of the air Conditioning Units (Considering 365 days per year) including attending breakdowns & labour charges	NO	1095

\*For Detailed Description of the Services please refer SCC (Special Conditions of Contract)

<b>1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. Service Tax , if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.</b>
<b>2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.</b>
<b>3. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.</b>
<b>4. Mobilisation Period: 02 (Two) weeks from the date of issue of Work Order.</b>
<b>5. Tenure of Agreement: 03 (Three) years</b>
<b>6. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actuals.</b>

**SCOPE OF WORK:** (For 24X7)

The Contractor shall not be allowed to engage Sub-Contractor. Normal Operation & Maintenance of these Precision type Air-conditioners mainly involve the following:-

**A. The following jobs are to be carried out in 24x7 days operation:**

1. Bi-monthly cleaning up of Unit and Air filter.
2. Bi-monthly cleaning of cooling coil and condenser coil (if required with water).
3. Cleaning of water supply strainer and drain inside the machine and attending any leakage or overflow.
4. Lubrication of bearings, if necessary.
5. Checking up of operation of Unit, Controller and Condenser and taking corrective action (if necessary).
6. Combing of fins of Condenser and Evaporator coil, if necessary.
7. Daily measurement of current of each individual equipment and taking corrective action, if applicable.
8. Checking and rectification of the overload relay settings.
9. Checking of all electrical components for loose connections and tightening if necessary.
10. Bi- monthly checking of refrigeration piping for any gas leakage and rectification, if necessary.
11. Checking of refrigeration system and pressure readings and taking corrective action, if applicable.
12. Checking and rectification (if applicable) of pulleys, motor mounts, condenser fan mounts etc.
13. Checking and rectification (if applicable) of panel insulation. Checking and rectification (if applicable) of temperature readings.
14. Checking and rectification (if applicable) of Microprocessor Controllers for operation.
15. Day-to-day routine maintenance and operation of units. Maintenance of daily log sheets for temperature and humidity of the room and individual currents of the air-conditioning units.

**B. GENERAL TERMS AND CONDITIONS:**

1. Temperature inside the room is to be maintained within the range of  $19 \pm 1^{\circ}$  centigrade all the time.
2. Relative Humidity inside the room is to be maintained within the range of  $50 \pm 5\%$  all the time.
3. Round the clock operation and maintenance of the equipment and maintenance of room temperature and humidity at desired levels as per design (i.e. temperature:  $19 \pm 1^{\circ}$  centigrade and relative humidity:  $50 \pm 5\%$ )
4. The party, i.e. the contractor must furnish a local address of their personnel to be stationed at Duliajan with a mobile telephone number for contacting their personnel posted at Duliajan by our IT department personnel at any time of the day or night including Sundays and Holidays so that any problem occurring outside of office hours can be immediately attended to and rectified.
5. Any breakdown of the units occurring at any time of day or night including Sundays and Holidays is to be attended and rectified immediately upon receipt of a call without waiting for the maximum allowable response time. Any transportation or vehicle that may be required for so doing is to be arranged by the contractor and the customer shall be in no way responsible for arranging any transportation.

6. In case of major breakdowns calling for repair of leaks or chokes in the system or replacement of compressors or refrigerant or expansion valves or filter driers or a combination of these occur in two or more air-conditioning units simultaneously, or two or more air-conditioning units become out of order at the same time due to a major control circuit fault, the contractor should be fully equipped locally with all critical spares, facilities and expertise so as to enable itself to ensure immediate (within 5 minutes ) availability of at least three air-conditioning units without having to use up the entire span of the maximum allowable response and turnaround time (which are basically meant for penalty) in order to prevent any shutdown of Servers from occurring. The contractor is to take note of the fact that this is of most vital importance to OIL as the company's total system comes to a halt with the shutdown of these Servers.
7. All spares, including compressors and refrigerant and also all other related and necessary materials are to be supplied by the party.
8. Any defective components or spares replaced by the contractor are to be recorded and signed by Emerson in a register which will be checked and countersigned by the OIL's Engineer.

**TERMS OF PAYMENT:**

Payment shall be released after successful completion of works by monthly/quarterly/half yearly/yearly basis. If the contractor insists for advance payment, AMC charges shall be paid in advance against submission of a bank guarantee from any nationalized bank for an amount equivalent to the amount of advance plus the amount of interest covering the period of advance. The interest rate will be considered as 1% above the prevailing Bank rate (CC rate) of SBI from the date of payment of the advance till recovery/refund. Bank Guarantee should be valid till the end of three months after expiry of each term of advance payment. In case of failure to provide the AMC service, the company shall invoke the bank guarantee. On successful completion of each term of advance payment, BG amount shall be released.

**PENALTY CLAUSE:**

Penalty in case of all problems other than those specified under Force Majeure Reasons:

1. **No. of Units down:** One unit down.  
Response time: 1 Hour.  
Turnaround time since receipt of call: 2 Hours.  
Penalty in case of non-adherence: Rs. 100 per hour beyond committed time.
2. **No. of Units down:** Two units down.  
Response time: 30 minutes.  
Turnaround time since receipt of call: 1 Hour.  
Penalty in case of non-adherence: Rs. 200 per hour beyond committed time.
3. **No. of Units down:** Three units down.  
Response time: 5 minutes.  
Turnaround time since receipt of call: 10 minutes.  
Penalty in case of non-adherence: Rs. 400 per hour beyond committed time.

**PENALTY IN CASE OF MAJOR BREAKDOWNS:**

**1. Nature of problem:** Replacement of Compressors.

**Response time:**

- (a) 1 Hour in case of 1 unit down.
- (b) 30 minutes in case of 2 units down.
- (c) 5 minutes in case of 3 units down.

Turnaround time since receipt of call in case of all the three above cases: 50 Hours.

Penalty in case of non-adherence: Rs. 100 per hour beyond committed time.

**2. Nature of problem:** Repair of Leaks or Chokes.

**Response time:**

- (a) 1 Hour in case of 1 unit down.
- (b) 30 minutes in case of 2 units down.
- (c) 5 minutes in case of 3 units down.

Turnaround time since receipt of call in case of all the three above cases: 50 Hours.

Penalty in case of non-adherence: Rs. 100 per hour beyond committed time.

**3. Nature of problem:** Replacement of TXV Expansion Valve.

**Response time:**

- (a) 1 Hour in case of 1 unit down.
- (b) 30 minutes in case of 2 units down.
- (c) 5 minutes in case of 3 units down.

Turnaround time since receipt of call in case of all the three above cases: 50 Hours.

Penalty in case of non-adherence: Rs. 100 per hour beyond committed time.

**4. Nature of problem:** Replacement of Filter Drier.

**Response time:**

- (a) 1 Hour in case of 1 unit down.
- (b) 30 minutes in case of 2 units down.
- (c) 5 minutes in case of 3 units down.

Turnaround time since receipt of call in case of all the three above cases: 50 Hours.

Penalty in case of non-adherence: Rs. 100 per hour beyond committed time.

**FORCE MAJEURE REASONS:**

In case of abnormal circumstances, e.g. insurgency, political, strike, lockouts, industrial/labour disturbance, intentional damage to equipment by miscreants, curfew, fire/ accidental damage, natural calamity, riot, earthquake, war, any act of god etc. which are beyond anybody's control, the above mentioned penalty will not be applicable as agreed upon by both Emerson and Oil.

**SAFETY PRACTICES TO BE FOLLOWED BY CONTRACTOR IN THEIR REPAIR / MAINTENANCE JOBS:**

- 1) The contractor shall engage only highly skilled, capable and competent personnel who are fully conversant with the system in their repair/ maintenance jobs.
- 2) The contractor shall ensure complete safety of the personnel engaged by them, and of all the equipment they handle and must take full responsibility for their safety.
- 3) The contractor shall provide the necessary safety gadgets and personal protective equipment to their personnel. The personal protective equipment (PPE) should include at least the following:
  - a) Safety Shoes
  - b) Helmet
  - c) Safety Goggles
  - d) Ear plugs
  - e) Hand gloves
  - f) Safety mask
  - g) Any other safety gadgets that may be required on need basis.
- 4) The contractor should isolate incoming power supply at Emerson's individual air-conditioning panels for working inside the individual panels except for the incoming power supply portion of the system inside the panels. For any fault in the incoming power supply portion of the system or for any work in the incoming power supply switch or in the terminations inside the panel, the contractor shall ask for necessary shutdown by oil's personnel in the incoming power supply to the panel from the oil's main switch. In such cases requiring shutdown of incoming power supply, the contractor shall carry out their job only after satisfying themselves that the necessary shutdown from oil's main switch has been given by oil's personnel.
- 5) The contractor shall follow safe operating procedures while handling any compressed gas cylinders or while carrying out gas charging, brazing, welding and any tests with nitrogen and as a matter of fact in all their repair/maintenance jobs. The contractor shall ensure the quality and reliability of all the tools, equipment and other gauges or instruments they may use.
- 6) The contractor shall take every care to keep the environment clean and free from pollution.

**GENERAL HSE POINTS:**

1. The contractor shall strictly comply with the applicable and prevailing provisions of the Mines Act 1952, OISD Guidelines, and 10<sup>th</sup> Conference Recommendations of Safety in Mines. A copy of provisions of 10<sup>th</sup> Conference Recommendations in the form of "General



HSE Points" is available in the office which may be issued to successful bidders at the time of need.

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

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

23. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
24. When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE Measures Company will have the right to direct the contractor to cease work until the non-compliance is corrected.
25. The contractor should prevent the frequent change of his contractual employees as far as practicable.
26. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
27. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.
28. Most of the above provisions are from the 10th conference Recommendation of safety in Mines.

\*\*\*\*\*END OF SCC\*\*\*\*\*

**To,  
DGM-CONTRACT  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:**

**“Annual Maintenance Contract (AMC) of Emerson make PEX-130 Air Conditioning Units at ERP Server Room at R&D Building of Oil India Limited, Duliajan”**

Sir,

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

a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.

b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

i) \_\_\_\_\_

ii) \_\_\_\_\_

iii) \_\_\_\_\_

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

c) Due notice would be given for any change of personnel under item(b) above.

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

e) We confirm that all persons engaged by us would be provided with the necessary Safety Gears at our cost.

f) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

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

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the

safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3. The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.

4. The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.

5. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner /Agent /Manager.

6. Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.

7. All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.

8. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9. The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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

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

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

13. The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

14. The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.

15. If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.

16. The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for

employees of 45 years of age and above.

17. To arrange daily tool box meeting and regular site safety meetings and maintain records.

18. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

19. A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

20. A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21. Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.

22. In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.

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

24. The contractor should prevent the frequent change of his contractual employees as far as practicable.

25. The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.

26. For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_   
FOR & ON BEHALF OF CONTRACTOR

**BID FORM**

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

**Sub: IFB No. CDI0714L16**

*Gentlemen,*

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_\_ **"NOT TO BE QUOTED HERE"** (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work as per the terms & conditions set out in the subject tender.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 7.5% of the One Year Contract value for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid closing and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

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

**Seal of the Bidder:**

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

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

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

**Signature of Bidder:** \_\_\_\_\_

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

**NOTE:**

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



**LETTER OF AUTHORITY FOR ATTENDING BID OPENING**

TO  
**DGM (CONTRACTS)**  
**OIL INDIA LIMITED**  
P.O. Duliajan - 786 602  
Assam, India

Sir,

**Sub: OIL's IFB No. CDI0714L16**

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI0714L16** for “**Annual Maintenance Contract (AMC) of Emerson make PEX-130 Air Conditioning Units at ERP Server Room at R&D Building of Oil India Limited, Duliajan**”.

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

Yours Faithfully,

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

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

**Signature of Bidder:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_

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

<b>a.</b>	<u>Name of the Bidder / Firm:</u>				
<b>b.</b>	<u>Registered postal address with PIN code:</u>				
<b>c.</b>	<u>Telephone No:</u>				
<b>d.</b>	<u>Mobile No:</u>				
<b>e.</b>	<u>E-mail ID:</u>				
<b>f.</b>	<u>Fax No:</u>				
<b>g.</b>	<u>Contact Person:</u>				
<b>h.</b>	<u>Contact person's contact No:</u>				
<b>i.</b>	<u>PAN No:</u>				
<b>j.</b>	<u>Bidder's Bank details:</u>		Name:  Address:  A/c Type:  A/c No.:  IFSC/RTGS Code:  NEFT Code:		
<b>k.</b>	<u>EMD / Bid Security Details:</u>				
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	ONLINE PAYMENT	DEMAND DRAFT (DD)	BANKER'S CHEQUE (BC)	BANK GUARANTEE (BG)
	<u>EMD Instrument No. &amp; Date:</u>				
	<u>Validity of BG:</u> (If EMD submitted vide BG)				
	<u>Name &amp; Address of EMD issuing Bank / Branch</u> (only in case of EMD submitted in the form of DD / BC / BG)				
<b>l.</b>	<u>VAT Regn. No.</u>				
<b>m.</b>	<u>Service Tax Regn. No.</u> (If not available then to be submitted on issuance of LOA)				
<b>n.</b>	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)				
<b>o.</b>	<u>Vendor code with OIL</u> (if available)				

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

Name in Block letters \_\_\_\_\_

For M/S. \_\_\_\_\_

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

To,  
**OIL INDIA LIMITED**  
**DULIAIJAN – 786602**  
**ASSAM**

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

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

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

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

1. We, the Bank, do hereby undertake to pay to OIL an amount not exceeding **Rs.**..... (Rupees ..... ) against any loss or damage caused to or suffered or would be caused to or suffered by OIL by reason of any breach by the said Contractor of any of the terms and conditions contained in the said Agreement.

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

3. We, the Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of OIL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till OIL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee or till..... whichever is earlier. Unless a demand or claim under this guarantee is made on and received by us in writing on or before ..... we shall be discharged from all liabilities under this guarantee thereafter.

4. We, the Bank, further agree with OIL that OIL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by OIL against the said Contractor and to forbear or to enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability during the currency of this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act on omission on the part of OIL or for any indulgence shown by OIL

**Contd.....P/2**

to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so relieving us.

5. We, the Bank, undertake not to revoke this guarantee during the currency of this guarantee except with the previous consent of OIL in writing.

6. This guarantee shall not in any way be affected by the change in the constitution of the contractor or us nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the contractee company or otherwise but shall ensure for and be available to and enforceable by the absorbing, amalgamated or reconstructed company of the contractee.

7. Notwithstanding anything contained in the foregoing our liability under this guarantee is restricted to Rs. .... (Rupees ..... ) our guarantee shall remain in force until..... Unless a claim in writing is received in this office before the close of business on ..... all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

**AUTHORIZED SIGNATORY WITH SEAL AND  
AUTHORIZATION NUMBER**

**BANK FAX NO.  
BANK EMAIL ID  
BANK TELEPHONE NO.  
IFSC CODE OF THE BANK**