

OIL INDIA LIMITED
(A Government of India Enterprise)
CONTRACTS DEPARTMENT
P.O. DULIAJAN – 786602, ASSAM

E-TENDER NOTICE

OIL INDIA LIMITED (OIL) invites Bids from experience Service Providers through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services.

IFB No.	CDI 3029P14
Service Requirement	Service contract for catering and other miscellaneous services etc. for Learning & Development Department for a period of 2(Two) years.
Cost of Bid Document & Bid Security	₹ 2000.00 and ₹ 31,850.00
Period of Sale of Bid Document/Issue of User ID & Password	28.03.2014 TO 29.04.2014(15:30Hrs)
Bid Closing / Opening Date & Time	06.05.2014 (11:00 hrs / 14:00 hrs)
Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any schedule Bank in favour of OIL INDIA LIMITED and payable at Duliajan , along with the application(s) on applicants letter pad for request of USER ID & PASSWORD is to be submitted to Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602 .	
On receipt of requisite Bid Document Cost, USER_ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the bidding through OIL's E-Procurement portal. No physical tender documents will be provided.	
PSU's and SSI units registered with NSIC claiming exemption from payment of tender fee should submit their request with all credentials at least 7 days in advance to get access for participation in the tender.	
The details of IFB can be viewed using "Guest Login" provided in the E-Procurement portal and also in OIL's web site www.oil-india.com . The link to OIL's E-Procurement portal has also been provided through OIL's web site www.oil-india.com	

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

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under SINGLE STAGE COMPOSITE System through its e-Procurement site:

DESCRIPTION OF WORK/ SERVICE:

Service contract for catering and other miscellaneous services etc. for Learning & Development Department

IFB NO: CDI 3029P14

Type of IFB: Single Stage-Composite System

LOCATION: OIL's operational areas in Assam

CONTRACT PERIOD: 02 years

BID CLOSING/ OPENING DATE & TIME: 06.05.2014 (11:00HRS/14:00 HRS)

Bid Submission Mode: Bid should be submitted online in OIL's E-Procurement portal

Bid Opening Place : Office of the Head-Contracts
Oil India Limited
Duliajan – 786602, Assam

Bid Validity : 180 days from Bid opening Date

BID SECURITY AMOUNT: ₹ 31,850.00(Thirty One Thousand Eight Hundred Only)

AMOUNT OF PERFORMANCE SECURITY: 2.5% of Estimated total Contract Value

a) Bid Security deposited vide D.Draft/B.Cheque /Bank Guarantee No. _____ dated _____ of _____

Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before Bid opening date and time(12:45Hrs),

otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced bid documents.

b) Bidders to confirm that in the event of award of Contract ,bidder will submit Performance Security Deposit @ 2.5% of the estimated contract price and this will not earn any interest.

2.0 **SEALED ENVELOPES** containing the Bid Security, Printed catalogue and Literature, if called for in the tender shall be marked with the above IFB Number and description of work and submitted in the office of :

HEAD-CONTRACTS
CONTRACTS DEPARTMENT
OIL INDIA LIMITED
Duliajan – 786602
Assam.

All bidders shall deposit the requisite BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee in favour of M/s Oil India Limited and **payable at DULIAJAN**. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 5(a) below. Bids without BID SECURITY in the manner specified above will be summarily rejected.

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

3.0 **The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & 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 (RCAI), Controller of Certifying Authorities (CCA) of India.

The authenticity of above digital signature shall be verified through authorized CA after bid opening. If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

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 forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

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

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

7.0 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 bid documents.

a. In case of Sole Proprietorship Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.

b. In case of HUF, Copies of Telephone(Landline Bill)/Electricity/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.

c. In case of Partnership Firm, Copies of Telephone(Landline Bill)/Electricity/ 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.

d. In case of Co-Operative Societies, Copies of Telephone(Landline Bill)/Electricity/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.

e. In case of Societies registered under the Societies Registration Act, Copies of Telephone(Landline Bill)/Electricity/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.

f. In case of Joint Stock Companies registered under the Indian Companies Act, Copies of Telephone(Landline Bill)/Electricity/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.

g. In case of Trusts registered under the Indian Trust Act, Copies of Telephone(Landline Bill)/Electricity/ 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 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.

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

13.0 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 Performance Security Money shall not earn any interest.

14.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and 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 Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 2 (two) years from the date of default.

16.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security/Performance Security shall be forfeited and the bidder / the party/the contractor shall be debarred for a period of three (03) years from the date of detection of such fraudulent act, besides legal action.

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

Covering Letter.

Instruction to Bidders

BRC-BEC-Bid Rejection Criteria & Bid Evaluation Criteria.

Part - I - General Conditions of Contract. (GCC)

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

Part - III - Special Conditions of Contract (SCC)

Part-IV-Schedule of company's Plants, Materials and Equipments-

Part-V-Safety Measures (SM)

Integrity Pact

Proforma and Annexures

19.0 **The Integrity Pact is applicable against this tender:**

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide "Part-VI Integrity Pact" of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory (Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact Proforma duly signed (digitally) by the bidder shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

Note: Following persons have been appointed as Independent External Monitors:

Shri N. Gopaldaswami, IAS (Retd.).
Phone: +91-44-2834-2444 (Res), 96001 44444 (Mobile).
E-mail: gopaldaswamin@gmail.com
Shri Ramesh Chandra Agarwal, IPS.
Phone: +91-9810787089, 91-1122752749.
E-mail: rcagarwal@rediffmail.com

SPECIAL NOTE:

GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT :

To participate in OIL's E-procurement tender, bidders should have a legally valid digital certificate **of Class 3 with Organizations Name** as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). Bidders must have a valid User Id to access OIL e-Procurement site. Bidders can click on **Guest** login button to view the available open tenders in the E-portal. Bidders shall request OIL through E-mail or fax or letter along with the cost of bid documents as indicated in the NIT for issue of the **USER ID** for accessing and submitting against the E-procurement tender. The User ID shall be issued to the eligible bidders on receipt of the requisite cost of the bid document through email. In case any bidder is exempted from paying the tender fee, they should request OIL with supporting documents for issue of the User Id on free of charge basis. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

Please note that all tender forms and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security which are to be submitted in sealed envelope super scribed with tender no. and due date to : The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

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. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

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.

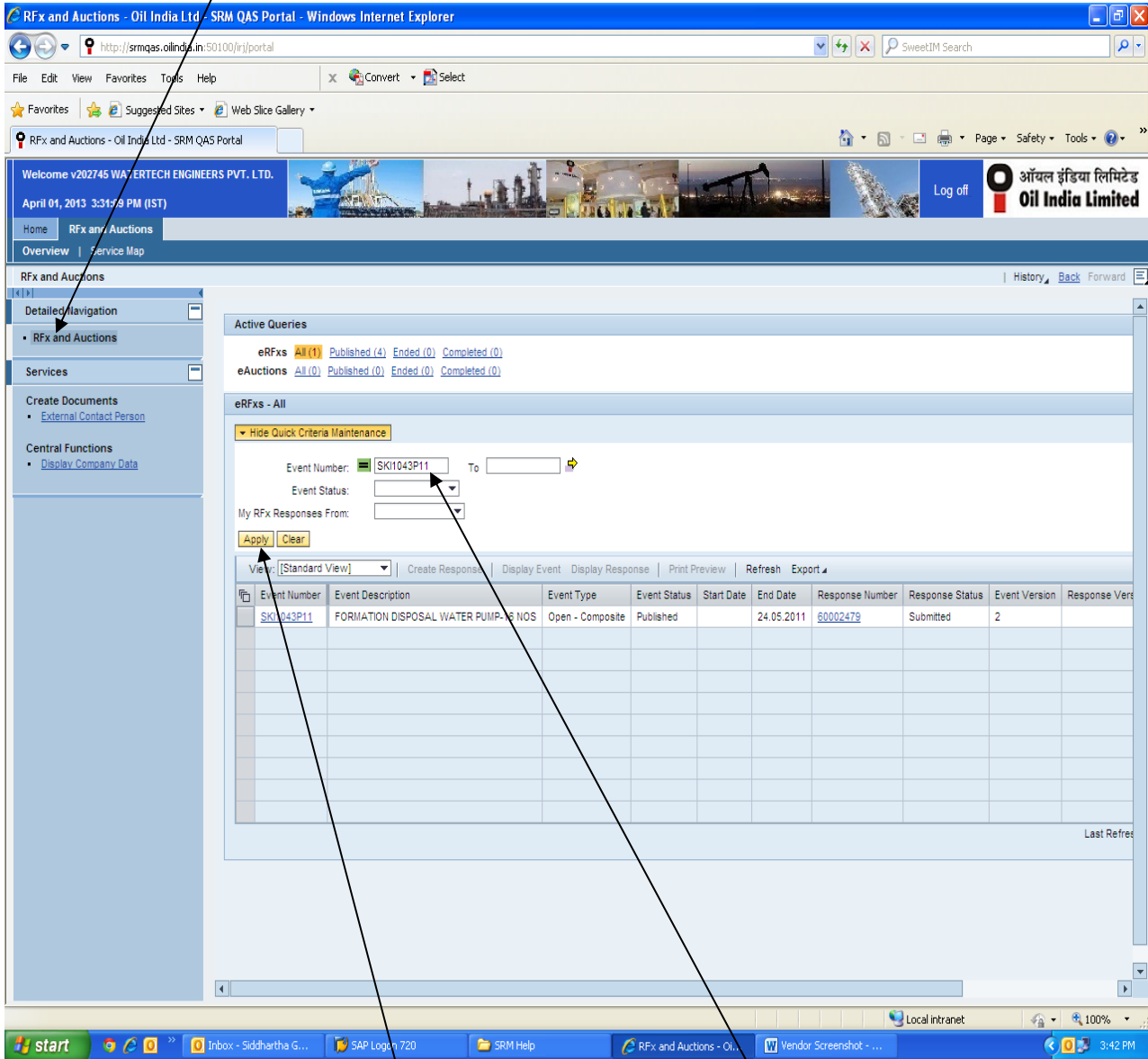
19.0 The tender is invited under SINGLE STAGE COMPOSITE System. The bidder has to submit the “Un-Priced Techno-Commercial” and “Price-Bid” through electronic form in the OIL’s e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the “PRICE BID FORMAT” and to be attached as attachment under the Notes & attachment tab. **The price quoted in the “PRICE BID FORMAT” will only be considered for evaluation.**

Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.

A few screen shots to find out the required IFB is shown below.

1.

Select RfX and Auction Tab



2.

Please enter the IFB No. here & Click Apply Tab

3.

After following the above mentioned steps, the details of the IFB under RFX information will be displayed as shown in the page below.

Display RFX :

Verify Signature of RFX | Print Preview | Close | Register | Export

RFX Number: SDG7155P13 | RFX Name: Old RFX Open Composite Bid 180T | RFX Status: Published | RFX Start Date: | Submission Deadline: 12.04.2013 11:00:00 INDIA | Remaining Time: 10 Days 19:25:10
 RFX Owner: Mr. Arup Sharma | RFX Version Number: 2 | RFX Version Type: Active Version

RFX Information | Items | Notes and Attachments

RFX Parameters | Questions | Note and Attachments | Conditions

Time Zone: INDIA

Start Date: 00:00:00

Submission Deadline: * 12.04.2013 11:00:00

Opening Date: 12.04.2013 14:00:00

Currency: INR

Price Bid Opening Date:

Pre-Bid Conference Time: 00:00:00

Pre-Bid Conference Date:

Last Time of Tender Fee Payment: 11:00:00

Last Date of Tender Fee Payment: 12.04.2013

Last Time to receive PBC queries: 00:00:00

Last Date to receive PBC queries:

Contact Details: AJS

Contact Details: AJS 1

Earnest Money Deposit - USD: 12,500.00

Earnest Money Deposit - INR: 5,000,000.00

Valuation Type: NON ELIGIBLE FOR NIL DUTY/DEEMED EXPORT

Bank Guarantee: APPLICABLE @10% OF ODR VAL

Integrity Pact: Not Applicable

EMD Validity Period: 12.04.2013

Tender Type: * ICB (International Competitive Bidding)

Tender Fee in USD: 1,000.00

Tender Fee in INR: 55,000.00

Price Bid Opening Time: 00:00:00

Partners and Delivery Information

Details | Add | Send E-Mail | Call | Clear | Filter Settings

Function	Number	Name	Phone Number
Requester		Ext req trasfer user SERVICE_R3	
Goods Recipient		Ext req trasfer user SERVICE_R3	
Ship-To Address		Assam- Services	2800414
Location		Assam- Services	2800414

NB: All the Bids must be Digitally Signed using “Class 3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

HEAD-CONTRACTS

INSTRUCTIONS 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) Bid closing date and time
 - (iii) Bid opening date, time and place
 - (iv) Bid submission place
 - (v) Bid opening place
 - (vi) The amount of Bid Security
 - (vii) The amount of Performance Guarantee
 - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-(**Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

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 the 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 C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] 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: The complete bid should be submitted on-line in the e-portal .

6.0 BID FORM:

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal.

7.0 BID PRICE:

7.1 Prices must be quoted by the bidders, both in words and in figures. In case of any discrepancy between the words and in figures, the prices indicated in words only will be considered.

7.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and will not be subjected to variation on any account.

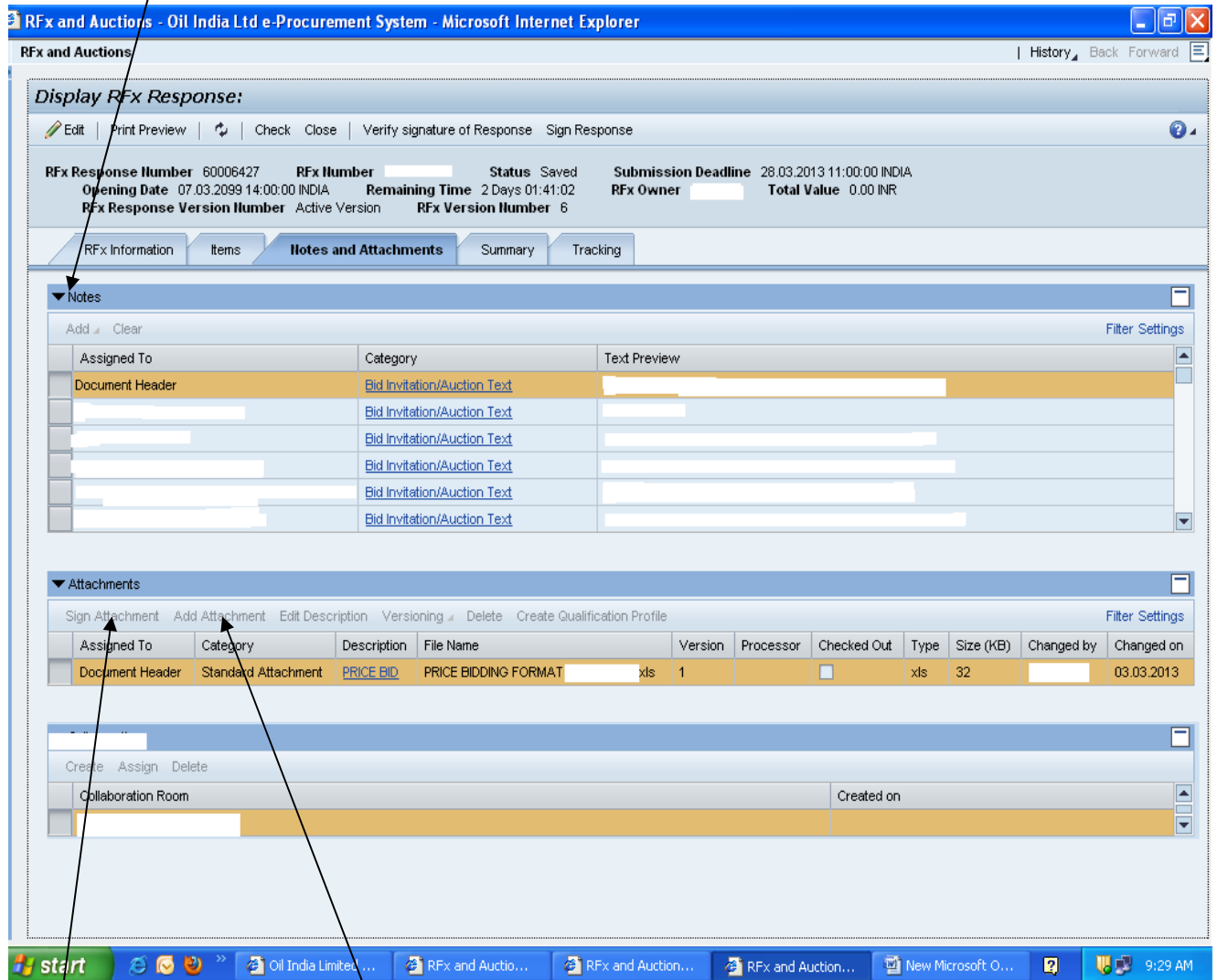
7.3 Since the tender is invited under **SINGLE STAGE COMPOSITE System**. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.

Click on this tab to upload Price Bid

Question	Reply	Comment
exclusive Test:	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
HAVE YOU SUBMITTED THE ORIGINAL BID BOND:	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
INDICATED IAC IS INCLUDED IN THE FOB PRICE:	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
FIRM OCEAN FREIGHT: * <input checked="" type="radio"/> Yes <input type="radio"/> No		test
HAVE YOU MENTIONED THE IPI CHARGE: * <input type="radio"/> Yes <input checked="" type="radio"/> No		test
HAVE YOU INDICATED THE TOLERANCE OF QUANTITY: * <input type="radio"/> Yes <input checked="" type="radio"/> No		test
HAVE YOU INDICATED HANDLING CHARGE FOR RAIL DESPATCH:	<input checked="" type="radio"/> Yes <input type="radio"/> No	yes
HANDLING CHARGE INCREASE OF INDIAN BIDDER: 2000		test
HAVE YOU SUBMITTED THE SAMPLE:	<input checked="" type="radio"/> Yes <input type="radio"/> No	no
HAVE YOU ATTACHED PRICE SCHEDULE AS PER THE BRC (COMMERCIAL): * <input checked="" type="radio"/> Yes <input type="radio"/> No		
HAVE YOU QUOTED THE PRICES WITH ALL LIABILITIES INCLUDING STATUTORY LIABILITIES: * <input checked="" type="radio"/> Yes <input type="radio"/> No		

Next Screen on clicking Notes & attachment Tab and go to edit mode

Bidders can insert comments here



1

2

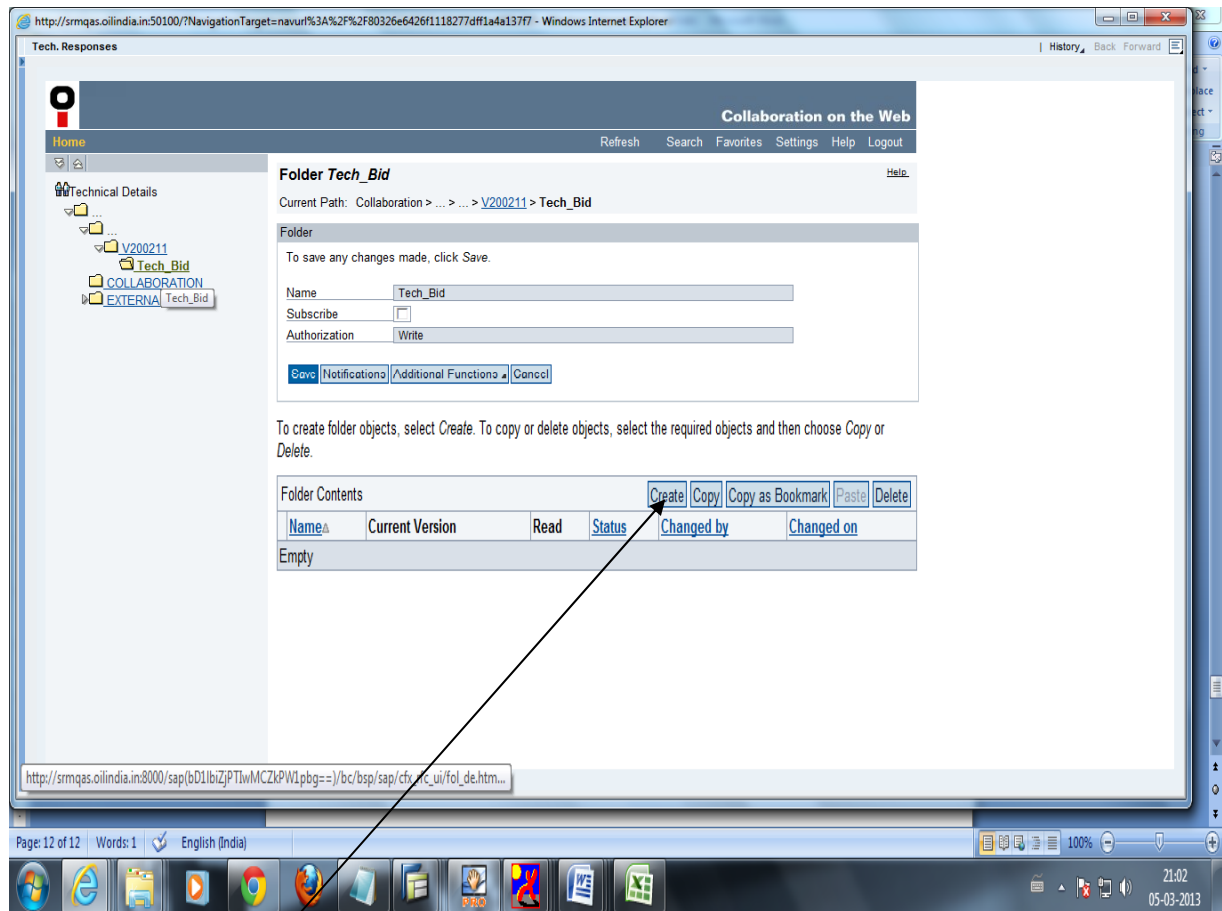
Price Bid Format to be attached here after digitally signing the attachment

Create Technical Rfx response (creating Technical Rfx response is mandatory)

To create Technical Rfx response click on [Technical Rfx Response](#) , at the top of the Response.(Refer screen shot on Page no:3)

System will redirect you to the C-folder in new window(Screen shot Below)

The screenshot shows a web browser window with the address bar displaying a URL from srmqas.oilindia.in. The page title is "Tech. Responses". The main content area is titled "Folder Tech_Bid" and shows the current path as "Collaboration > ... > ... > V200211 > Tech_Bid". The interface includes a "Folder" section with a "Name" field containing "Tech_Bid", a "Subscribe" checkbox, and an "Authorization" field set to "Write". There are "Save", "Notifications", "Additional Functions", and "Cancel" buttons. Below this is a "Folder Contents" table with columns for Name, Current Version, Read, Status, Changed by, and Changed on. The table is currently empty. The browser's address bar at the bottom shows a URL starting with "http://srmqas.oilindia.in:8000/sap(bD1lbizjPTIwMCZkPWlpbg=)/bc/bsp/sap/cfx_rfc_ui/fol_de.htm...".



Click on button  to create and upload new document.

7.4 Bidder shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the contract.

8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

8.1 These are as per BEC/BRC

9.0 PERIOD OF VALIDITY OF BIDS:

9.1 Bids shall remain valid for 180 days from the date of bid opening.

9.2 In exceptional circumstances, the 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 may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

10.0 FORMAT AND SIGNING OF BID:

10.1 The original and all copies of the bid shall be typed or written in indelible inks and shall be signed(digitally) by the Bidder or a person or persons duly authorized to bind the Bidder to the contract.

11.0 SUBMISSION OF BIDS.

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

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder 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 it's proper usage by their employees.

11.2 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.

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

11.3 E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

12.0 DEADLINE FOR SUBMISSION OF BIDS:

12.1 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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

12.2 No bid can be submitted after the submission date line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.

12.3 The documents in physical form must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Closing Date & Time mentioned in the "Forwarding Letter". Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

13.0 LATE BIDS:

13.1 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.

14.0 MODIFICATION AND WITHDRAWAL OF BIDS:

14.1 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 date and time as mentioned in the bid. But no changes would be allowed by the system once the due date and for submission of bids has been reached and bids are opened.

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

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by

the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

15.0 EXTENSION OF BID SUBMISSION DATE :

15.1 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. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

16.0 BID OPENING AND EVALUATION:

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Performa-I) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. Since this IFB is a **SINGLE STAGE COMPOSITE System** , **on bid opening date, both Technical RFX and Commercial Bid will be opened on the date specified in the forwarding letter.**

16.2 In case of any unscheduled holiday or Bandh on the Bid Opening Date, the Bids will be opened on the next full working day. Accordingly, Bid Closing Date / time will get extended up to the next working day and time.

16.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 14.0 shall not be opened. OIL shall examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

16.4 Bid opening shall be done as detailed in clauses 16.1 and 16.2 above

16.5 OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 16.3

16.6 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.

16.7 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 way substantial way the scope, quality, or performance of work, or which limits in any substantial way, in-consistent way with the bidding documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. OIL's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

17.0 EVALUATION AND COMPARISON OF BIDS:

17.1 The OIL will evaluate and compare the bids as per Priced Bid Format of the bidding documents.

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

17.3 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.

18.0 CONTACTING THE COMPANY:

18.1 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 16.6.

18.2 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.

19.0 AWARD CRITERIA:

19.1 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.

20.0 OIL' S RIGHT TO ACCEPT OR REJECT ANY BID:

20.1 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.

21.0 NOTIFICATION OF AWARD:

21.1 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.

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

22.0 SIGNING OF CONTRACT:

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding

BID REJECTION CRITERIA / BID EVALUATION CRITERIA**A) BID REJECTION CRITERIA (BRC):**

AA) BID REJECTION CRITERIA (BRC)

I) GENERAL: The bid shall conform generally to the specifications and terms and conditions given in the bidding documents. Bids will be rejected in case services offered do not conform to the required parameters. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidder(s) without which the same will be considered as non-responsive and rejected.

1.1 Bidder must have relevant experience of minimum period of 02(two) years in carrying out similar nature of job with PSUs / Central Govt. /State Govt. Organization in last 7(seven) years ending last day of the month previous to the one in which bid are invited which should be either of the following and documentary evidences to this regard must be submitted along with Bid:

- i) Three similar completed works, each costing not less than ₹ 25,46,550.00
OR,
- ii) Two similar completed works, each costing not less than ₹ 31,83,200.00
OR,
- iii) One similar completed work, costing not less than ₹ 50,93,100.00

Note:

(i) **Similar nature of works** - mentioned above means experience of providing Canteen/Catering Services in any PSUs/Central Govt./State Govt. for a minimum period of 2 years during the last 7 years

(ii) The bidder must submit the following as documentary evidence duly **(attested/self-attested)** for experience:

(a) For OIL Contractors, copy of “Certificate of Compliance (COC)”/ “Certificate of Payment (COP)”/ “Service Entry Sheet (SES)s” of successfully completed job must be submitted as per BRC Clause 1.1 above. It may be clearly noted that simply mentioning of OIL Contract Number/Work Order number will not be accepted.

(b) For other bidders, Contract Completion certificate should clearly show the following:

- Gross value of the job done.
- Contract Number & Date
- Nature of Job done
- Contract Period.

(iii) Non- submission of the above documents as specified in BRC above will result in rejection of bids.

1.1.6 Minimum average annual turnover as per audited Annual reports of the bidder for the last three completed financial years ending March 2013 should be at least ₹ 19,09,900.00.

Note:

(i) For proof of Annual Turnover, any one of the following documents (self-attested/Attested) must be submitted along with the bid:-

(a) A certificate issued by a practicing Chartered/ Cost Accountants Firm with membership no. and firm registration no. certifying the Annual Turnover and nature of business.

OR

(b) Copy of Audited Profit and Loss account for last 03(three years) ending March'2013.

(ii) Non- submission of the above documents as specified in BRC above will result in rejection of bids.

OIL shall be entering into an Integrity Pact with the bidders as per format enclosed (annexure) of the tender document. The Proforma has to be returned/upload by the bidder (along with the technical bid) duly signed(digitally signed) by the same signatory who signed the bid i.e. who is duly authorized to sign the bid. Any bid not accompanied by Integrity Pact to be signed by the bidder's authorized signatory who sign the bid, shall be rejected.

2.0 BID EVALUATION CRITERIA (BEC): -

The bids conforming to the terms and conditions stipulated in the bid documents and considered to be responsive after subjecting to the Bid Rejection Criteria will be considered for further evaluation as per the Bid Evaluation Criteria given below:

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.

2. In case of identical lowest offered rate by more than 01(one) bidder, the selection will be made by draw of lot amongst the bidders offering the same lowest price.

3.0 Commercial:

3.1 Bids are invited under Single Stage-Composite Bid i.e Techno-commercial as well as Price Bid together.

3.2 Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the

contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

3.3 Bid security as specified shall be furnished along with the bid. Any bid not accompanied by the proper bid security will be rejected, except those are exempted.

3.4 Bids received after the scheduled bid closing date and time will be rejected outright.

3.5 Any bid received in the form of Telex/Cable/Fax/E-mail will not be accepted.

3.6 Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

3.7 Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. If no charge is involved for any of the item, zero (0) should be mentioned against such part of work. However, such charges shall consider being included in the overall quoted price.

3.8 Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-

- a. Performance Bank Guarantee clause
- b. Force Majeure clause
- c. Tax liabilities clause
- d. Arbitration clause
- e. Applicable Law
- f. Liquidated Damage clause

3.9 The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.

3.10 Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid may be rejected.

4.0 GENERAL

4.1 In case bidder takes exception to any clause of Tender Document not covered under BEC / BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the Company. The loading so done by the Company will be final and binding on the Bidders. No deviation will however, be accepted in the clauses covered under BRC.

4.2 To ascertain the substantial responsiveness of the bids, the Company reserves the right to ask the Bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated date mentioned in the letter of clarification sought by the Company, failing which the bid will be summarily rejected.

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

DESCRIPTION OF WORK/SERVICES:-

Service contract for catering and other miscellaneous services etc. for Learning & Development Department for a period of 2(Two) years.

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 _____ .

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

c) 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.

d) 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 must complete the work within 208 weeks of the written order to commence work. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) per week of delay of the total contract cost subject to a maximum of 7.5% of total contract cost.

The Chief Engineer's certificate as to the criticality or otherwise of an item shall be final. The payment of liquidated damages/penalty may be reduced or waived at the sole discretion of the Company whose decision in this regard will be final.

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

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

9. The tendered all-inclusive Price (the Contract price) is ` xxxxxxxxx (Rupees xxxxxxxxx will be entered after awarding) but the Company shall pay the Contract or only for actual work done at the all inclusive rates set down in the Schedule of work part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 92.5% of the value of work done. Payment will be made only after satisfactory completion of the work. Such payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

11. 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.

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 finalised.

13. The Contractor will not be allowed to construct any structure (for storage / housing purpose) within any company's fenced area.

14. Subsequently Enacted Laws: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract the Company/Contractor shall reimburse/pay Contractor / Company for such additional / reduced costs actually incurred.

15. All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

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. Special Conditions

a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.

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

c) 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.

20. ARBITRATION:

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

Place of Arbitration: Duliajan

21. FORCE MAJEURE:

Force Majeure (exemption) Clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated in this contract.

22. 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.

23. 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.

24. 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)."

25. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

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

26.s LIQUIDATED DAMAGES FOR DELAY IN MOBILISATION AND/ OR COMPLETION OF WORKS AND SERVICES

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

27.2 Subcontracting: Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent.

28.0 LIABILITY:

- 28.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 28.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting therefrom.
- 28.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 28.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.
- 28.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 28.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.
- 28.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and /or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.
- 28.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company

and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

29.0 CONSEQUENTIAL DAMAGE: Neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

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

SIGNED & DELIVERED FOR AND
ON BEHALF OF

(Signature of Contractor or his legal Attorney)

by the hand of

(Full Name of Signatory)

its Partner/Legal Attorney

(Seal of Contractor's Firm)

And in presence of

(Signature of witness)

Date : _____

(Full Name of Signatory)

Address:

(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON
BEHALF OF OIL INDIA LIMITED

Designation _____

Date _____

Special terms and condition:

Job responsibility of Contractor:

A. CATERING SERVICES TO BE PROVIDED BY THE CONTRACTOR:

- 1) FOR FACULTY GUEST-HOUSE: The following items will be supplied by the contractor for the guest(s) of Faculty Guest House of L&D Department who want(s) to avail the services [a)Tea/Bed Tea/ Coffee, b)Breakfast, c)Lunch/Dinner and d)Evening Tea/Coffee/ Snacks etc.]as per the rates of the contract: The services will be based on demand by the guest(s) two/ four hours prior to the requirement.

Note:

In case the guest(s) living in Faculty Guest House want to run a mess in their own and opt not to avail the facility extended to them under this contract, the contractor will have no objection to it. In this regard the contractor will have no claim to the effect. However, in case of demand of the services from the Guest House boarders/guests, the contractor will have to meet the same accordingly without any objection. For individual request from any guest, the amount will be charged from the boarders/guests directly by the contractor /recovered from the salary (or cost centre for official guests) to pay to the contractor through company's payment gateway or as per company's practice. In case of official guest who avails the services of the contractor, the same will be billed accordingly to company (OIL) by the contractor which will be paid to the contractor through company's payment gateway or as per company's practice.

- 2) OFFICIAL LUNCH/DINNER for MTDC, ETDC and/or other official premises: The contractor will supply and forward the services of Tea/Coffee, Breakfast, Refreshment, Evening Tea/Snacks, Lunch/Dinner, packet lunch and or any other items required by the company in a neat & clean and hygienic manner and in a standard cup and saucer, tea urns,pots,other useable good condition cutleries,utensils, disposable packets/bowls/glass/plates etc. The details of the items are as under:

2.1)Tea/ Bed Tea, Refreshment in morning (Breakfast)/ afternoon (Evening tea/coffee/with or without snacks)details: These services will have to be provided without fail by the contractor

as and when the guest of Faculty Guest House/L&D Department demands.

a)Tea/ bed tea will be supplied with/without milk and / or coffee (with milk only) as per demand along with sufficient amount of sugar by the contractor.

b)Refreshment in morning (Breakfast)/ afternoon (Evening tea/coffee/with or without snacks)will be supplied as per the following menu with any of the following options as decided by the department/official guest(s):

I) Option -1:

- i) Tea (Black/Milk)
 - ii) Veg. Cutlet/ Veg. chop/Samosa/Sweet/Dhokla (one item) etc.
 - iii) Veg. Sandwich/Veg Roll
- Or

II) Option -2:

- i) Tea (Black/Milk)
- ii) Cholle Bhatora / Sambar Vada with Chutney

2.2) Breakfast for special events (unscheduled)-To be supplied as per the following menu:

- i) Toasted Bread- 04 pcs (large) (with butter/ jam) or Puri-Sabji with pickle.
- ii) Veg. Chop/cutlet / boiled egg/omlet etc.
- iii) Tea/coffee (with sugar, milk etc. or as per requirement).
- iv) Fruit wholesome -01 (Apple/Banana/ Orange / Papaya or any seasonal fruit)
- v) Saunf

2.3) Veg. Lunch/Dinner- To be supplied as per the following menu:

- i) Rice (Min 200gms) / Roti / Puri - Min 04pcs) per head.
- ii) Dal of different variety -Min 01 bowl/ head.
- iii) Mixed Veg/ Seasonal vegetable -01 bowl/ head
- iv) Veg Dry Fry-(Pumpkin/Brinjal / Parwal etc.) min 2pcs. of large size.
- v) Paneer Item (Minimum 50gms) / Egg (Minimum 1no.) per head with or without gravy/ curry
- vi) Pickle/ Papad
- vii) Salad-Minimum One (01) plate with varieties like Onion, Cucumber, tomato, green pea, carrot, coriander leaf, green chili, ginger, lemon, cabbage or chutney with coriander leaf, garlic, Chili, pudina etc.
- viii) Sweet Dish - Min. 01(one) bowl with custurd caramel/ pudding/ other varieties.
- ix) Sounf/ Mouth freshener with Tooth pick.

2.4) Non Veg. Lunch/Dinner (with fish)- To be supplied as per the following menu:

- i) Rice (Min 200gms) / Roti / Puri - Min 04pcs) per head.
- ii) Dal of different variety -Min 01 bowl/ head.
- iii) Mixed Veg/ Seasonal vegetable -01 bowl/ head
- iv) Veg Fry-Dry (Pumpkin/Brinjal / Parwal etc.) min 2pcs. of large size.
- v) Paneer Item (Minimum 50gms) / Egg (Minimum 1no.) per head with or without gravy/ curry
- vi) Pickle/ Papad
- vii) Salad-Minimum One (01) plate with varieties like Onion, Cucumber, tomato, green pea, carrot, coriander leaf, green chili, ginger, lemon, cabbage or chutney with coriander leaf, garlic, Chili, pudina etc.

viii) Sweet Dish - Min. 01(one) bowl with clustered caramel/ pudding/ other varieties.

ix) Sounf/ Mouth freshener with Tooth pick

x) Fish of large piece of size (minimum 200gms/head) with different recipes.

2.5) Non Veg. Lunch/Dinner (with Chicken/ Mutton)- To be supplied as per the following menu:

i) Rice (Min 200gms) / Roti / Puri - Min 04pcs) per head.

ii) Dal of different variety -Min 01 bowl/ head.

iii) Mixed Veg/ Seasonal vegetable -01 bowl/ head

iv) Veg Fry-Dry (Pumpkin/Brinjal / Parwal etc.) min 2pcs. of large size.

v) Paneer Item (Minimum 50gms) / Egg (Minimum 1no.) per head with or without gravy/ curry

vi) Pickle/ Papad

vii) Salad-Minimum One (01) plate with varieties like Onion, Cucumber, tomato, green pea, carrot, coriander leaf, green chili, ginger, lemon, cabbage or chutney with coriander leaf, garlic, Chili, pudina etc.

viii) Sweet Dish - Min. 01(one) bowl with clustered caramel/ pudding/ other varieties.

ix) Sounf/ Mouth freshener with Tooth pick

x) Chicken / Mutton (minimum 200gms/ head) of different recipes.

2.6) Veg packet lunch Menu- To be supplied as per the following menu:

i) Sandwich (4nos.) or Puri (4nos.) or Roll (2nos.) or Rice (200gms) or Paratha (2nos) per head - as specified at the time of order.

ii) Veg Cutlet

iii) Potato finger chips- 100gms/ head

iv) Mixed veg. (Dry)- 200gms/ head

v) Paneer Item- 200gms/ head

vi) Fruit: Seasonal

vii) Dry Sweet-1piece

viii) Fruit Juice-150ml min.

2.7) Non-Veg packet lunch Menu- To be supplied as per the following menu:

i) Sandwich (4nos.) or Puri (4nos.) or Roll (2nos.) or Rice (200gms) or Paratha (2nos) per head - as specified at the time of order.

ii) Cutlet (Chicken/ Mutton/ Fish)

iii) Potato finger chips- 100gms/ head

iv) Mixed veg. (Dry)- 200gms/ head

v) Chicken (2 large piece) / Mutton (4 large piece)

vi) Fruit: Seasonal

vii) Dry Sweet-1piece

viii) Fruit Juice-150ml min.

B. OTHER MISCELLANEOUS SERVICES TO BE PROVIDED BY THE CONTRACTOR:

1. Washing and ironing of soft linens:

Washing and ironing of all soft linens (hand towels, napkins, pillow cover, table cloth/mat etc.) of various sizes of office and Faculty Guest House of L&D Department.

- i) Hand Towels (30 piece X 2 piece/room X 15 times/month) = 900 piece,
- ii) Napkins (50 piece X 9 times/month) = 450 piece,
- iii) Pillow Cover (30 piece X 2 beds/room X 9 times/month) = 540 piece,
- iv) Table cloth/mat (50 piece X 2 times/month) = 100 piece,
- v) Others = 60 piece X 1 time/month = 60 piece

Total quantity per month = 2050 pieces

Total Quantity = 49200 pieces (2050 pieces/ month X 12 months X 2 years).

2. Washing and ironing of hard linens:

Washing and ironing of all hard linens (bed sheet, bath Towel, bed cover, curtain, blanket etc.) of various sizes of Office and Faculty Guest House of L&D Department.

- a) Bed Sheet (30 piece/bed X 2 beds/room X 5 times/month) = 300 piece
- b) Bath Towel (50 piece X 15 times/month) = 750 piece
- c) Bed Cover (30 piece X 2 beds/room X 1 time/month) = 60 piece
- d) Curtain (80 piece X 1 time/month) = 80 piece
- e) Blanket (60 piece X 1 time/month) = 60 piece
- f) Others = 35 piece X 1 time/month = 35 piece

Total / month = 1285 pieces

Total Quantity = 30840 pieces (1285 pieces/ month X 12 months X 2 years).

3. Supply of flower pot (earthen):

Total Quantity = 150 points/ year X 2 years = 300 points.

4. Supply of flower seedling (seasonal):

Total Quantity = 400 flower seedlings/ year X 2 years = 800 Numbers

5. Supply of flower pot with sapling:

Total Quantity = 200 Points/ year X 2 years = 400 Points.

6. Supply of flower plant for garden:

Total Quantity = 150 Points/ year X 2 years = 300 Points.

7. Supply & maintenance of cable connection for TV:

Supply and maintenance of cable TV connections per month with best quality signal in 20 guest rooms and 02 common rooms of ET hostel, 22 rooms of Faculty Guest House and 01 common lounge of Faculty Guest House, 01 at GM-L&D's office. Total quantity for 46 rooms for 2 yrs = 1104 Nos. (46 Nos./ month X 12 months X 2 yrs)

8. Supply of Toilet soap, Shampoo, Mosquito repellent etc.:

For 22 rooms of faculty guest house, 02 wash basins of the common lobby of Faculty Guest House, 02 common rooms of ET Hostel and 06 office toilets of MTDC & ETDC.

a) Soap=15360 nos.(32 soaps x 20 visitors/ month X12months X2 yrs.)

b) Shampoo pouch= 10560 (22 rooms X 20 visitors/ month X12 monthsx2 yrs.)

c) Mosquito repellent =1056 Nos. (22 rooms X 2 nos./room/month X12 months X 2 yrs.).

Total quantity at (a) + (b) + (c) = 26976 for two years.

Note: If any other food item / menu required other than the items mentioned above, the contractor will have no objection to supply/forward/provide the services as requisitioned at a mutually agreed rate.

NECESSARY MENU WILL BE DECIDED MUTUALLY EVERY WEEK/MONTH BY THE REPRESENTATIVE OF L&D DEPARTMENT AND THE CONTRACTOR.

C. SPECIAL INSTRUCTIONS:

1.The contractor will have to make the above services available as per the time ordered without fail. The company will not provide any infrastructure to transport, serve, prepare, forward the above items. The contractor will have to use his/her own resources to provide such services in a healthy and hygienic way. The company will have the authority to check the quality of services provided by the contractor. The contractor will supply all the items afresh and will not use more than half(1/2) hour old food from its first service or stale foods etc. in every programme/every time/every day. Contractor will be responsible for providing best quality of food/other edible items. The contractor shall be responsible for complaints regarding quality food served by him/her.

2.The contractor will provide the services promptly and efficiently as per company's requirement.

3.The contractor will be responsible for cleaning/clearing all the waste materials generated from the services undertaken by him/her and bring the place or site of use to its original position immediately after each of the programme/service is over. Contractor will not be allowed to throw away the waste materials, disposables etc. except in the designated pit/dustbins. Company will not provide any cleaning/clearing agent/materials etc. in such case. Contractor will employ his/her own resources to dispose the waste generated from the services provided by him/her.

4.The contractor will provide the services under the contract without any interruption as long as the services demand is concerned. In case of law and order problems, sudden blockades, bundhs, strike etc.; the contractor will have to arrange the services beforehand and should keep sufficient stock of food stuff, consumables, other items etc. to mitigate the crisis for such periods so that the required services are not hampered/ affected.

5. Payment against any of the services under this contract will be made subject to satisfactory performance by the contractor against respective quantities of services provided at actual. There will be no fixed monthly quota for consumption of quantities and it will depend on the requirement of Company which may increase or decrease in any of the month.

6. While delivering different type of linen for washing and ironing the contractor will take prior clearance from authorized representative of Head-L&D/ GM-L&D. Payment will be made as per actual only.

7. In the event of failure on the part of the contractor to comply with job requirement of the contract to the satisfaction of the company either fully or partly, the company will be at liberty to get the job done/avail the services by alternative means. In this event liquidated damages will be charged maximum at the rate equivalent to the twice the pro-rata rate stipulated in the contract. However, company will be at liberty to decide about the penalty.

8. The contractor will always ensure supply/service of the food items hot and fresh under any circumstances.

9. Contractor is responsible to ensure restriction of entry of unauthorised personnel(s) along with him/ her in the MTDC Campus during the period of the contract. Contractor will also be responsible for any kind of assault / misbehaviour /involvement of argument /criminal offence etc. by him/her or his/her representative with any of the person(s) inside the MTDC Campus which may attract complaints, legal actions etc.

10. In the event of repeated failure to complete the requisitioned jobs or to comply with the various provisions of contract by the contractor, the company (M/s Oil India Limited) will be at liberty to terminate the contract at any point of time.

11. The quantity or the frequency of jobs to be requisitioned in contract in any month with respect to any specific services may increase or decrease based on requirement of L&D Department. The requisition will be based on actual requirement.

12. The Contractor will supervise the jobs during the period of service execution.

13. The bill for the services provided by the contractor will be processed on monthly basis and payment will be made as per the company's billing cycle/system through company's payment gateway.

14. The contractor will not be allowed to keep any of his/her items/ tools / tackles/ equipment/ resources etc. inside the MTDC Campus/premises after the services are over. The items employed for carrying out the jobs under the contract should be removed/cleared/cleaned by the contractor immediately on completion of each of the services already provided without fail. Company will neither be responsible for providing any kind of security arrangement/coverage/infrastructure nor take risk of any damage/harm of his/ her resources.

15.The company will not provide any cutleries, crockery, utensils, appliances, disposables (like paper glass/plates/packets/bowls/spoon/fork etc.), other items required for preparing/serving food items/breakfast/tea coffee/water etc. to the contractor. Company will also not provide items like OTG, Mixer Grinder Juicer, Electric Oven, Gas Oven, Microwave Oven etc. The contractor will have to supply and forward the finished output only as per the service demands in a clean, healthy and hygienic manner. The contractor will use standard and good quality cutleries, crockeries, utensils, appliances, disposables (like paper glass/plates/packets/bowls/spoon/fork etc.), other items etc. required for preparing/serving food items/breakfast/tea coffee/water etc.

16.For cable TV the reception quality of signal should be of best quality and the same should be ensured always by the contractor. For poor quality or breakdown/disruption of cable TV connection services/maintenance etc. the contractor will be charged with penalty on daily basis at the rate of Rs. 200.00 for such no. of days during which the service of cable TV could not be provided up to satisfactory level.

17.The contractor will have to supply good quality saplings/flower plant/seedlings etc.

18.Supply of toilet soap, shampoo, mosquito repellent will have to be approved from authorized representative of Head-L&D/GM-L&D prior to do so. The stock position of these supplies will have to be updated and delivery and issue register will have to be signed jointly (contractor and L&D representative) and maintain the same with the concerned authorized L&D officer. The same will have to be reported to company during billing in every month. Such report will be subject to physical verification by the Company/s authorised representative/Head-L&D/GM-L&D. Daily Issue Register of such items will have to be maintained with the concerned Administrative Officer of L&D Department and the billed quantity will have to tally the figures.

19.In case the supplied food items are not up to the required standard or not up to the satisfaction of guest(s)/participants of the programme(s) as well as L&D representatives, no payment will be made such supplies. Company will also be at liberty to impose penalize the contractor on this account at the rate of the contract on food items.

20.In the event of exigency (such as sudden bundh/urgent office requirement/strike/blockade/dharna or other unforeseen circumstances etc.) the contractor will have no objection to provide the services of the contract when asked by L&D Department.

21.In case of increase in quantity of any of the items during the period of execution of the contract, the contractor will have no objection to carry out such additional work for the increased quantities at the same rates, terms and conditions. Consumption of the contracted quantity will solely depend based on the actual requirement of Company which will be requisitioned by the L&D Dept. from time to time. The contractor will have to enclose such requisitions while billing.

Part IV SCPME#

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CDI 3029P14

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

Schedule of company's Plants, Materials and Equipments :SCPME: PART-IV

Not Applicable

**TO,
HEAD-CONTRACT
OIL INDIA LIMITED
DULIAJAN-786602**

SUB: SAFETY MEASURES

Description of work/service:

Service contract for catering and other miscellaneous services etc. for Learning & Development Department for a period of 2(Two) years.

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

(Seal)

Yours Faithfully

Date _____

M/s _____
FOR & ON BEHALF OF BIDDER

**FORM OF BID SECURITY (BANK GUARANTEE FORMAT) or Any other
format acceptable to Oil India Ltd.**

To:
M/s. OIL INDIA LIMITED,
For Head(Contracts),
Duliajan, Assam, India, Pin - 786 602.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. _____ KNOW ALL MEN BY these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*_____) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this ____ day of _____ 2012.

THE CONDITIONS of these obligations are:

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

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**--/--/--) and any demand in respect thereof should reach the Bank not later than the above date.

