



ऑयल इंडिया लिमिटेड
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गाबाजार, असम
Oil India Limited
(A Government of India Enterprise) Registered Office: Duliajan, Assam

Calcutta Branch,
4 India Exchange Place,
ICC Building, 4th Floor
Kolkata-700001
West Bengal
Phone (O) 033-22301657/58
FAX: 91-33-22302596
Email: oilcalmn@oilindia.in

FORWARDING LETTER

M/s. _____

Description: TENDER NO-CKI 8027 P16 DATED 31.07.2015 for 'Hiring of Security Service at Diroi Guest House, 2E Charu Chandra Avenue, Tollygunge, Kolkata and VIP Guest House, 12 Lee Road, Kolkata for a period of 2(Two) years and may be extended by another 1 (one) year with same rate, terms and condition at OIL'S discretion. .

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a 'Navaratna' Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Registered Office at Duliajan, Assam and **Calcutta Branch office** at Kolkata, West Bengal invites ON-LINE BIDS from experienced and established Indigenous firms / Contractors meeting the requisite criteria for the above mentioned work under **SINGLE STAGE COMPOSITE BID System (Open Tender)** through its e-Procurement site <https://etender.srm.oilindia.in/irj/portal> . For ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	TENDER/IFB NO.	CKI 8027P16 DTD 31.07.2015
(ii)	TYPE OF BID	SINGLE STAGE- COMPOSITE BID
(iii)	SALE OF TENDER DOCUMENTS	Within working hours from 03.08.2015 to 25.08.2015.
(iv)	COST OF BID DOCUMENT	RS. 2,000.00
(v)	BID CLOSING DATE & TIME	AS PER ONLINE TENDER
(vi)	TECHNO-COMMERCIAL BID OPENING DATE & TIME	AS PER ONLINE TENDER
(vii)	PRICED BID OPENING DATE & TIME	AS PER ONLINE TENDER
(viii)	BID OPENING PLACE	OIL INDIA LIMITED, 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 TH FLOOR, KOLKATA - 700001

(ix)	BID VALIDITY	120 DAYS FROM BID CLOSING DATE
(x)	MOBILIZATION TIME	WITHIN 07 DAYS FROM DATE OF MOBILIZATION NOTICE ISSUED BY THE COMPANY
(xi)	BID SECURITY AMOUNT	INR 14,100.00
(xii)	BID SECURITY VALIDITY	30 (thirty) days beyond the validity of the bid.
(xiii)	AMOUNT OF PERFORMANCE GUARANTEE	7.5% OF CONTRACT VALUE
(xiv)	VALIDITY OF PERFORMANCE SECURITY	6 (SIX) MONTHS BEYOND THE DATE OF COMPLETION OF CONTRACT
(xv)	DURATION OF THE CONTRACT	2 YEARS FROM THE DATE OF COMMENCEMENT OF THE CONTRACT
(xvi)	QUANTUM OF LIQUIDATED DAMAGE FOR DEFAULT IN TIMELY MOBILIZATION	@1/2 % FOR DELAY PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 7.5% OF CONTRACT VALUE INCLUDING MOBILISATION COST.
(xvii)	BIDS TO BE ADDRESSED TO	HEAD-CALCUTTA BRANCH, OIL INDIA LIMITED 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4 TH FLOOR, KOLKATA – 700001, INDIA

2.0 GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:

To participate in OIL's E-procurement tender, bidders should have a legally valid Digital Signature Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (<http://www.cca.gov.in>). The digital signature should be of Class 3 digital certificate for the designated individual with organization name. **Bidders must have a valid User ID to access OIL's e-Procurement site. Bidder shall request OIL through e-mail or fax or letter along with the cost of bid documents for issue of the user ID for accessing the e-Tender. Application showing full address and e-mail address with Tender Fee (Non-refundable) of Rs. 2,000.00 (PSU and SSI Units are exempted) through DD in favour of M/s. Oil India Limited and payable at Kolkata is to be sent to Head-Calcutta Branch, Oil India Limited, 4 India Exchange Place, ICC Building, 4th floor, Kolkata - 700001. The envelope containing the application for participation should clearly indicate "Request for participation in Tender No. CKI 8027 P16 DTD 31.07.2015 for easy identification and timely issue of tender document. In case any bidder is exempted from paying the Tender Fee, the request letter should accompany the supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a user id, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL. In lieu, vendors who already have user id and password can pay tender fee online through our e-procurement portal as per procedure given in user manual in OIL's e-procurement portal.**

3.0 IMPORTANT NOTES:

Bidders shall take note of the following important points while participating in OIL's e-procurement tender:

The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in sealed envelope superscribed with OIL's IFB No. and Bid Closing date to HEAD-CALCUTTA BRANCH,

OIL INDIA LIMITED
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
KOLKATA – 700001, INDIA:

- a) Original Bid Security (if the same is not submitted online)
- b) Any other document required to be submitted in original as per tender requirement.
- c) Printed catalogue and Literature, if called for in the tender.
- d) Power of Attorney for signing the bid.

The above documents including the Original bid security must be received at OIL's office of the Head-Calcutta Branch, Oil India Ltd., 4 India Exchange Place, ICC Building, 4th floor, Kolkata – 700001, India on or before the Techno-commercial bid opening date. A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Techno-commercial Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site upto the date and time as mentioned above and will be opened on the same day at time mentioned above at the office of the Head-Calcutta Branch in presence of the authorized representatives of the bidders. Bidders who are deputing their representative should hand over the authorization to the tender opening Officer before 14:00 hrs on the Bid Opening day.
- iii) The tender is invited under SINGLE STAGE-COMPOSITE BID SYSTEM. The bidders shall have to submit both the "TECHNO-COMMERCIAL" and "PRICED" bids through electronic form in the OIL's e-Procurement portal within the techno-commercial Bid Closing Date and Time stipulated in the e-Tender. The Techno-commercial Bid should be as per Scope of Work & Technical Specifications along with all technical related documents related to the tender and the same is to be uploaded in the "**Technical Rfx Response**" Page.

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

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(B. K. Das)
Chief Manager (Materials)
For Head-Calcutta Branch

PART-1

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.

A. BIDDING DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

- (a) A forwarding letter highlighting the following points:

- (i) Oil India Limited's Tender No.
- (ii) Type of Bidding
- (iii) Cost of Bid Document
- (iv) Bid closing date and time.
- (v) Bid opening date, time and place.
- (vi) Bid submission and opening place
- (vii) The amount of Bid Security.
- (viii) The amount of performance guarantee.
- (ix) Duration of Contract

- (b) Instructions to Bidders (Part-1)
- (c) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Part-2)
- (d) General Terms and Conditions (Part-3, Section-I)
- (e) Special Conditions of Contract (Part-3, Section-II)
- (f) Scope of work (Part-3, Section-III)
- (g) Price Bidding Format (Proforma-A)
- (h) Bid Form (Proforma-B)
- (i) Certificate of Compliance with respect to BRC (Proforma-C)
- (j) Statement of Non-Compliance (except BRC) (Proforma-D)
- (k) Integrity Pact (Annexure-V)
- (l) Bid Security Form (Appendix-II)
- (m) Performance Security Form (Appendix-III)
- (n) Sample form of agreement (Appendix-IV)
- (o) Proforma Letter of Authority (Appendix-V)
- (p) Authorisation for attending Bid Opening (Appendix-VI)

- 2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk & responsibility and may result in rejection of their 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 Bid Document through an Addendum.
- 4.2 The Addendum will be sent in writing by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid 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.

B. PREPARATION OF BIDS

- 5.0 **LANGUAGE OF BIDS:** The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

6.0 DOCUMENTS COMPRISING THE BID:

Bids are invited under Single Stage Composite Bid System. The bid to be uploaded by the Bidder in OIL's E-portal shall comprise of the following components:

(i) BID shall comprise of following:

i	Documentary evidence established in accordance with clause 9.0
ii	Statement of compliance with respect to BRC as per Proforma-C
iii	Statement of Non-compliance (except BRC) as per Proforma-D showing the list of deviations taken by the bidder except for the conditions under BRC
iv	Bid Security (scanned) in accordance with clause 10.0 hereunder. Hard copy should reach us on or before Techno-Commercial Bid Opening Date and time (except for online payment).
v	Priced bid Format (Proforma-A)
vi	Bid Form (Proforma-B)

- 7.0 **BID FORM:** The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document.

8.0 BID PRICE:

- 8.1 Unit prices must be quoted by the bidders on-line in figures only.
- 8.2 Price quoted by the successful bidder must remain firm during its performance of the Contract and is not subject to variation on any account.

- 9.0 **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:** These are listed in Part-2 (Bid Rejection Criteria).

10.0 BID SECURITY:

- 10.1 The Bidder shall furnish Bid Security as per the amount as specified in the "Forwarding Letter".

- 10.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 10.9.
- 10.3 All the bids must be accompanied by Bid Security for the amount as mentioned in the Forwarding Letter. The Bid Security in original should be submitted in a separate envelope as prescribed in Clause 13.3 below (if the same is not submitted online) and shall be in any one of the following forms:
 - (a) The Bid Security shall be denominated in the currency of the bid, and shall be in the form of Demand Draft, Banker's Cheque or a bank guarantee issued by a scheduled Indian Bank or a foreign bank through its Indian branch in the form provided in the Bid Document vide **Appendix-II and valid for 30 (thirty) days beyond the validity of the bid.** The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Kolkata.
 - (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' payable at Kolkata, West Bengal, India.
 - (c) **Bid Security can also be paid online through our E-procurement portal.**
- 10.4 Any bid not secured in accordance with sub-clause 10.3 above shall be rejected by the Company as non-responsive.
- 10.5 The bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by OIL, at the bidder's cost.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of Tender.
- 10.7 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder's furnishing the Performance Security and signing of the contract. Successful bidder will however ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 25.0 below is furnished.
- 10.8 Bid Security shall not accrue any interest during its period of validity or extended validity.
- 10.9 The Bid Security may be forfeited:
 - i) If any bidder withdraws their Bid during the period of bid validity, and/or
 - ii) If any bidder alters their Bid during the period of bid validity or if the bidder increases the price during the period of bid validity, and/or
 - iii) If the bidders does not accept the LOA issued by Company within the validity of the bid, and/or
 - iv) If the bid is accepted by OIL, and work is awarded but the successful bidder does not furnish the Performance Security, and/or
 - v) If the successful bidder fails to sign the Contract within reasonable time & within the period of bid validity.
- 10.10 In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years.
- 10.11 The scanned copy of the Original Bid Security in the form of Bank Guarantee/Cashier Cheque/Bank Draft must be uploaded by bidder along with the Techno-Commercial Bid in the "Technical RFx Response" page of OIL's E-portal. The Original Bid Security

shall be submitted by the bidder to the office of Head-Calcutta Branch, Oil India Limited, 4 India Exchange Place, ICC Building, 4th Floor, Kolkata - 700001 in a sealed envelope which must reach the above address before the Techno-commercial Bid Opening date and Time failing which the bid shall be rejected.

11.0 PERIOD OF VALIDITY OF BIDS:

11.1 **Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.**

11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 FORMAT AND SIGNING OF BID:

12.1 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 Organization Name)] as per Indian IT Act 2000 obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India(RCAI), Controller of Certifying Authorities(CCA) of India before bid is uploaded.

The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidder holding a Power of Attorney to bind the Bidder to the contract.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in Para 13.1 below.

The authenticity of above digital signature shall be verified through authorized CA after bid opening and in case the digital signature is not of "Class-3" with organization name, the bid will be rejected.

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

12.2 The bid shall be typed or written in indelible inks and shall be digitally signed by the Bidder or a person or persons duly authorized holding a Power of Attorney to bind the Bidder to the Contract. The letter of authorization (as per **Appendix-V**) shall be indicated by written Power of Attorney accompanying the Bid.

12.3 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. In addition to the above, Bid Security/Performance Security (as the case may be) will be forfeited and the party shall be debarred for a period of 2(two) years.

- 12.4 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

13.0 SUBMISSION OF BIDS:

- 13.1 The tender is processed under **Single stage – Composite bid system**. Bidder shall submit the Techno-commercial bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. The Techno-commercial bid is to be submitted as per Scope of Work/Terms of Reference of the bid documents and Priced Bid as per the Price Schedule. The Bid should be uploaded in the **"Technical RFx Response"** Page. The priced bid should not be submitted in physical form which shall not be considered. However, the following documents should necessarily be submitted in physical form in sealed envelope superscribing the "IFB No., Brief Description of services and Bid Closing / Opening date & Time along with the bidder's name and should be addressed to Head-Calcutta Branch, Oil India Limited, 4 India Exchange Place, 4th Floor, Kolkata – 700001, as indicated in the IFB:

- (i) The Original Bid Security along with 2(two) copies.
- (ii) Power of Attorney for signing of the bid digitally
- (iii) Any other document required to be submitted in original as per bid document requirement.
- (iv) Printed catalogue and literature if called for in the bid document.

Documents sent through E-mail/Fax/Telex/Telegraphic/Telephonic will not be considered.

- 13.2 All the conditions of the Contract to be made with the successful bidder are given in various Sections of the Bid Document. Bidders are requested to state their non-compliance to each clause as per Proforma-D of the bid document and the same should be uploaded along with the Techno-commercial Bid.
- 13.3 Timely delivery of the documents in physical form as stated in Para 13.1 above is the responsibility of the bidder. Bidders should send the same through Registered Post or by Courier Services or by hand delivery to the Officer in Charge of the particular tender before the Bid Closing Date and Time failing which bid shall be rejected. Company shall not be responsible for any postal delay / transit loss.
- 13.4 E-mail/Fax/Telex/Telegraphic/Telephonic offers will not be accepted.
- 14.0 **DEADLINE FOR SUBMISSION OF BIDS:**
- 14.1 Bids should be submitted on-line as per the online tender submission deadline.
- 14.2 No bid can be submitted after the submission dead line is reached. The system time displayed on the e-procurement web page shall decide the submission dead line.
- 14.3 The documents in physical form as stated in Para 13.1 must be received by Company at the address specified in the "Forwarding Letter" on or before the Bid Opening 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.
- 14.4 **LATE BIDS:** Bidders are advised in their own interest to ensure that their bids are uploaded and submitted in system before the closing date and time of the bid. The documents in physical form if received by the Company, after the deadline for

submission prescribed by the Company shall be rejected and shall be returned to the Bidders in unopened condition immediately.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS:

15.1 The Bidder after submission of Bid may modify or withdraw its Bid by written notice prior to Bid Closing Date & Time.

15.2 The Bidder's modification or withdrawal notice shall be sent by fax/e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

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

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

15.5 No Bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid Validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security and bidder shall also be debarred from participation in future tenders of OIL.

16.0 EXTENSION OF BID SUBMISSION DATE: 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.

17.0 BID OPENING AND EVALUATION

17.1 Company will open the Bids, including submission made pursuant to clause 15.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter (as per **Appendix-VI**) 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.

17.2 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.

17.3 Bid for which an acceptable notice of withdrawal has been received pursuant to clause 15.0 shall not be opened. Company will examine bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the bids are generally in order.

17.4 At bid opening, Company will announce the Bidder's names, written notifications of bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the Company may consider appropriate.

17.5 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 17.4.

- 17.6 Normally no clarifications shall be sought from the Bidders. However, for assisting in the evaluation of the bids especially on the issues where the Bidder confirms compliance in the evaluation and contradiction exists on the same issues due to lack of required supporting documents in the Bid (i.e. document is deficient or missing), or due to some statement at other place of the Bid (i.e. reconfirmation of confirmation) or vice-versa, clarifications may be sought by OIL. In all the above situations, the Bidder will not be allowed to change the basic structure of the Bid already submitted by them and no change in the price or substance of the Bid shall be sought, offered or permitted.
- 17.7 Prior to the detailed evaluation, Company will determine the substantial responsiveness of each bid to the requirement of the Bid Documents. For purpose of these paragraphs, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bid Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of work, or which limits in any substantial way, inconsistent way with the Bid Documents, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 17.8 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.
- 17.9 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.
- 17.10 The Company shall perform Techno-commercial evaluation of the responsive bid(s) on the basis of **Section-III of Part-3 'Scope of Work & Terms of Reference'** and **Part-2 'Bid Rejection Criteria/Bid Evaluation Criteria'**. Pursuant to Clause 17.0, the Company shall determine the successful techno-commercial bid(s) for Price Bid opening.
- 18.0 OPENING OF BIDS
- 18.1 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 19.0 EVALUATION AND COMPARISON OF BIDS: The Company will evaluate and compare the bids as per **BID REJECTION CRITERIA (BRC) / BID EVALUATION CRITERIA (BEC), PART-2** of the Bid Documents.
- 20.0 CONTACTING THE COMPANY:
- 20.1 Except as otherwise provided in Clause 17.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide sub-clause 17.6.
- 20.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

D. AWARD OF CONTRACT

- 21.0 AWARD CRITERIA: The Company will award the Contract to the Contractor 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.
- 22.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID: Company reserves the right to accept or reject any or all bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for Company's action.
- 23.0 NOTIFICATION OF AWARD:
- 23.1 Prior to the expiry of the period of bid validity or extended validity, Company will notify the successful Bidder in writing by registered letter or by fax or E-mail (to be confirmed in writing by registered / couriered letter) that its Bid has been accepted.
- 23.2 The notification of award will constitute the formation of the Contract.
- 23.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 25.0 below, the Company will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to Clause 10.0 hereinabove.
- 24.0 SIGNING OF CONTRACT:
- 24.1 At the same time as the Company notifies the successful Bidder that his Bid has been accepted, the Company will either invite the bidder for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works and all other relevant documents.
- 24.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.
- 25.0 PERFORMANCE SECURITY:
- 25.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Forwarding Letter in the Performance Security Form as provided in the Bidding Document or in any other form acceptable to the Company from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 25.2 The performance security specified above must be valid for six (06) months beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 25.3 Failure of the successful bidder to comply with the requirements of para 24.1 to 25.1 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event, the Company may award the contract to the next

evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

Important Notes:

1) The original bid security (amount is mentioned above and also in Basic Data of the tender in OIL's e-portal) should reach us before bid closing date and time of the technical bid. **Bid without original Bid Security will be rejected.**

END OF PART-1

PART-2

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

A. BID REJECTION CRITERIA

The bids shall conform generally to the terms and conditions given in the bidding documents. Notwithstanding the general conformity of the bid, the following will have to be particularly met by the bidders without which the same will be considered non-responsive and rejected.

2.1 The Bidder shall have experience during last 7(seven) years ending 31.07.2015 in rendering similar security services to PSUs/Central Govt./State Govt. Organizations in any one of the following categories.

- i. Single contract of minimum value of Rs. 22,56,160.00 or
 - iii. Two contracts of minimum value of Rs. 14,10,100.00 each or
 - iii. Three contracts of minimum value of Rs. 11,28,080.00 each
- Similar nature of job mentioned above means:

Experience in handling of SECURITY SERVICE CONTRACT with relevant license (License to engage in the business of Private Security Agency) from an Appropriate Authority under the Private Security Agencies (Regulation) Act, 2005"

2.2 Average annual financial turnover during The Last 3 (Three) years, ending 31st March, 2014, should be at least Rs. 8,46,060.00.

2.3 Bidder must submit all necessary documents related to experience and turnover.

3.0 Documentary evidence:

3.1 For proof of average annual turnover, any one of the following documents/photocopy must be submitted along with the bid:-

i) A certificate issued by a practicing chartered /cost accountant's firm, with membership no. certifying the annual turnover and nature of business.

ii) Audited balance sheet and profit and loss account.

3.2 For proof of requisite experience, any one of the following documents/ photocopy must be submitted along with the bid:

i) In case of OIL contractors, copy of Certificate of Completion (COC) / Certificate of Payment (COP) of jobs successfully completed, showing gross value of job done. It must be clearly noted that simply mentioning of OIL CCO number will not be accepted.

ii) Completion Certificate issued by any other public sector undertaking/ govt. department in last seven years ending original bid closing date showing:

- (a) Gross value of the job done; and,
- (b) Nature of job done; and
- (c) Time period covering the financial year(s) as per the NIT.

Non-submission of the documents as specified above will result in rejection of bids.

COMMERCIAL BRC :

- i). Bids are invited under “**Single Stage composite bid System**”. Bidders have to submit both the “Techno-commercial Unpriced Bids” and “Priced Bids” through electronic form in the OIL’s e-Tender portal within the bid Closing date and time stipulated in the e-tender. The Techno-commercial Unpriced bid is to be submitted as per scope of works of the tender and the priced bid as per the Commercial bid format. Any offer not complying with the above shall be rejected straightway.
- ii). **Bid security:- (Earnest Money Deposit-EMD)**
 Bid security of **Rs. 14,100.00** shall be submitted as a part of technical bid and shall be submitted manually (in form of BG or DD) in sealed envelope superscribed with Tender no. and Bid Closing date to Head Calcutta Branch, 4,India Exchange Place, Oil India Limited, Kolkata- 700001, W.B on or before the Bid Closing Date and Time mentioned in the Tender. If bid security in ORIGINAL of above mentioned amount is not received within bid closing date and time , the bid submitted through electronic form will be rejected without any further consideration. In lieu, Bid Security of **Rs. 14,100.00** can also be paid online through our e-procurement portal as per procedure given in user manual in OIL’s e-procurement portal.
- iii) Any bid containing false statement will be rejected.
- iv) The Prices along with price related conditions should be filled online in the Price-Bid screen. All other techno-commercial documents other than price details to be submitted with un-priced bid as per tender requirement placed in the ‘un-priced’ bid folder.
- v) There should not be any indication of price in the technical bid. A bid will be straightway rejected if this is given in the technical bid.
- vi) The bid documents are non-transferable. Offers made by Bidders who have not purchased the bid documents from the Company will be rejected.
- vii) **Performance Security:**
 Successful bidder would be required to deposit with OIL, Kolkata, **7.5%** of the contract value within 15 days from the date of notification of award of contract (LOA) and should remain valid 6 (six) months beyond period of contract and shall be revalidated if the contract is extended. The security deposit shall be refunded after successful execution of the contract. The security deposit shall not accrue any interest. Bidders are required to confirm compliance of this clause in their offer.
- viii) *The Bank Guarantee should be allowed to be encashed at all branches within India.*
- ix) Validity of the bid shall be **minimum 120 days from the Bid Closing Date.**
- x) Bids received after the bid closing date and time will be rejected. Similarly, modifications to bids received after the bid closing date & time will not be considered.
- xi) All the Bids must be Digitally Signed using “Class 3” digital certificate (*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. The bid signed using other than “Class 3” digital certificate, will be rejected.

- xii) Price should be maintained in the “online price schedule” only. The price submitted other than the “online price schedule” shall not be considered.
- xiii) Bidder must accept and comply with the following clauses as given in the Tender Document in toto failing which offer shall be rejected:
 - a) Penalty Clause
 - b) Tax Liabilities Clause
 - c) Force Majeure Clause
 - d) Termination Clause
 - e) Arbitration Clause
 - f) Liability Clause

NOTE: If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

B. Bid Evaluation Criteria :

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:

4.1 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 (units, quantity, rates) of the tender.

4.2 In case identical lowest offered rate by more than 1(one) bidder, the selection will be made by draw of lot amongst the parties offering the same lowest price.

4.3 Bidders should quote the profit percentage / handling charges in the range from 5% to 7.5%. Bids received quoting profit percentage/handling charges below 5% or above 7.5% will not be considered.

4.4 OIL will not be responsible for delay, loss or non receipt of applications (for bidding documents) sent by mail and will not entertain any correspondence in this regard.

4.5 Bidder should have a local area office or a service set up in the vicinity of Kolkata and should have valid landline telephone connection and documentary evidence in this regard should be submitted along with the bid.

4.6 The Company reserves the right to reject all or any of the tenders for any reason whatsoever and to award the contract to any other bidders. The company also reserves the right to reduce/increase the quantity as indicated in the tender.

5.0 General :

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

5.2 To ascertain the substantial responsiveness of the bid the company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses must be received on or before stipulated days from the date of clarification sought by the company, failing which the bid will be rejected.

5.3 In case any of the clauses in the BRC contradict with other clauses of bid document elsewhere, then the clauses in the BRC shall prevail.

5.4 The originals of such documents [furnished by bidders] shall have to be produced by bidder(s) to OIL as and when asked for.

-----XXXX-----

END OF PART-2

PART-3

SECTION-I

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled "Watch and ward surveillance services for OIL's property at Delhi and NOIDA" and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activity required for the successful performance of the services described under this contract.
- 1.5 'Operating Area' means those areas on-shore in India in which company or its affiliated company may from time to time be entitled to execute such services/operations.
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items' means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date (Zero Date)' means the date from the receipt of the LOA (Letter of Award) from OIL as per the scope of work of the Contract or as mentioned in LOA/Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

- 2.0 COMMENCEMENT DATE AND DURATION OF CONTRACT:
The successful bidder must commence to provide the required service as per Scope of Work in all aspects with effect from **01.10.2015** or as specified in the Letter of Award (LOA)/ Contract. Initial period of the Contract will be 2 years with a provision for extension by another 1 year at same rates, terms and conditions at the sole option of OIL.
- 3.0 CONTRACTOR'S PERSONNEL:
- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.
- 4.0 GENERAL OBLIGATIONS OF CONTRACTOR:
- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Scope of Work.
- 4.3 Except as otherwise provided in the Scope of Work and the special conditions of contract, Contractor shall provide experienced, qualified and physically fit manpower as required to perform the work.
- 4.4 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.5 Contractor shall be deemed to have satisfied itself before submitting its 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 herein, cover all its obligations under the contract.
- 4.6 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 5.0 GENERAL OBLIGATIONS OF COMPANY:

- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.
- 6.0 **PAYMENT TERMS**
As defined under Section – II.
- 7.0 **PENALTY**
As defined under Section - II .
- 8.0 **TAXES AND DUTIES**
- 8.1 All taxes whether Corporate or Personnel or any other tax excluding Service Tax will have to be borne by the Contractor. The Contractor will assume all responsibilities in this regard. However, the Company will deduct income tax at source as per Indian Income Tax Act and other taxes as applicable under law.
- 8.2 The Company will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken in to account by the Contractor for preparation of priced bid. Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of driver/sub-contractor or other contracts awarded to other parties.
- 8.3 Duties and taxes on purchases made by contractor shall entirely be borne by the Contractor. The Company will not bear any responsibility on such purchases.
- 8.4 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.5 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.
- 8.6 Contractor shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed.
- 8.7 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.8 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.9 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for, which may be submitted to Income Tax Authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

- 8.10 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.
- 8.11 All local taxes, levies and duties, sales tax, octroi, excise duty etc. on purchases/sales by the Contractor, its sub-contractor and agents shall be borne by the Contractor.
- 9.0 STATUTORY OBLIGATIONS AND SUBSEQUENTLY ENACTED LAWS:
- 9.1 The Contractor shall comply with all the statutory obligation of Government of India and State applicable at the Site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the contractor.
- 9.2 The Contractor shall give all notices and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Work.
- 9.3 The Contractor shall conform and comply in all respects with the provisions of any statute, ordinance or laws as aforesaid and the rules, regulations or by-laws of any local or other duly constituted authority which may be applicable to the works or to any temporary works and with such rules and regulations of public bodies as aforesaid and shall indemnify the Purchaser against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 9.4 Subsequent to the Bid Closing Date of the Tender, 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.
- 10.0 USE OF COMPANY'S EQUIPMENT :
- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.
- 11.0 WAIVERS AND AMENDMENTS:
- It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.
- 12.0 CONFIDENTIALITY:
- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 NOTICES:

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below:

COMPANY

OIL INDIA LIMITED
Calcutta Branch,
4 India Exchange Place,
ICC Building, 4th Floor,
Kolkata – 700001,
India
Fax No. 033-22302596
oilcalmn@oilindia.in

CONTRACTOR

- 13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later

14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

15.0 LIABILITY

- 15.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. 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.
- 15.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, subcontractors 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 subcontractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.
- 15.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its under writers to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors,

subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

- 15.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 15.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 15.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 15.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

16.0 CONSEQUENTIAL DAMAGE

- 16.1 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 of 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.

17.0 WITH-HOLDING

- 17.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :
- (a) For non-completion of jobs assigned as per Section-IV.
 - (b) Contractor's indebtedness arising out of execution of this contract.
 - (c) Defective work not remedied by Contractor.
 - (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.

- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings withheld from wages etc.
- (f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- (g) Damage to another Contractor of Company.
- (h) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, withhold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (j) With-holding will also be effected on account of the following :
 - i) Garnishee order issued by a Court of Law in India.
 - ii) Income-tax deductible at source according to law prevalent from time to time in the country.
 - iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

17.1.1 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

17.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

18.0 APPLICABLE LAW :

The contract shall be deemed to be a contract made under, governed by and construed in accordance with the laws of India.

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

- a) The Minimum Wages Act, 1948.
- b) The Workmen's Compensation Act, 1923.
- c) The Payment of Wages Act, 1963.
- d) The Payment of Bonus Act. 1965.
- e) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
- f) The Employees Pension Scheme, 1995.
- g) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).

- h) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - i) Act related to States.
 - j) Service Tax Act.
 - k) Any other law and regulations applicable to carry out the complete job/assignment as per the Contract.
- 18.2 For any violation of law, rules, statutory obligations/regulations etc. Contractor will be solely responsible. Company will not be responsible for the same by any means.
- 19.0 **FORCE MAJEURE:**
- 19.1 In the event of either party being rendered unable by "Force Majeure" to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such "Force Majeure" will stand suspended as provided herein. The word "Force Majeure" as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.
- 19.2 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.
- 19.3 Either party will have the right to terminate the contract if such "force majeure" condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the contract even under such condition, no payment would apply after expiry of fifteen (15) days period unless otherwise agreed to. In case a force majeure situation arises for a particular no of days, the contract period shall be extended by that many days without Liquidated Damages.
- 20.0 **TERMINATION:**
- 20.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**
- The contract shall be deemed to have been automatically terminated on the expiry of duration of the contract or extension, if any, thereof or completion of their obligation under the Contract whichever is applicable.
- 20.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE**
- Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Para 19.0 above.
- 20.3 **TERMINATION ON ACCOUNT OF INSOLVENCY**
- In the event that the Contractor at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's right and privileges hereunder, shall stand terminated forthwith.
- 20.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**

If the Company considers that the performance of the Contractor is unsatisfactory, or not up-to 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 fifteen (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.

20.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT

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

20.6 CONSEQUENCES OF TERMINATION

In all cases of termination herein set forth, the obligation of the Company to pay the rates or any other charges shall be limited to the period up to the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

20.7 If at any time during the term of the Contract, breakdown of Contractor's equipment results in Contractor being unable to perform their obligations hereunder for a period of 15 (fifteen) successive days (not including force majeure delay). 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.

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

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

21.0 SET OFF:

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 the Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

22.0 ARBITRATION:

22.1 The Contractor and the Company shall make every effort to resolve amicably by direct informal negotiation any disagreement arising between them under or in connection with the agreement.

22.2 In the event of any disagreement or dispute arising in connection with execution of the Agreement which cannot be settled in an amicable manner between the Contractor and the Company, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force. Arbitration proceeding will be held in Delhi/ Noida.

- 23.0 **EMPLOYMENT OF OFFICIAL/PERSONNEL OF THE COMPANY:** Contractors are advised not to employ serving Company employees without its prior permission. It is also advised not to employ ex-personnel of the Company within the initial 2(two) years period after their retirement/resignation/severance from service without specific permission of the Company. Company may decide not to deal with such firm(s)/ Contractors who fail to comply with the advice.
- 24.0 **LIQUIDATED DAMAGES:** The Contractor shall mobilize their personnel and equipment within the specified time for commencement of services as mentioned in the notice of award of contract/Contract. In the event of the Contractor's default in timely commencement of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5% of the total Contract value. Liquidated damages will be reckoned from the stipulated date of commencement as defined in the notice of award of the contract/Contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

25.0 MISCELLANEOUS PROVISIONS

- 25.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.
- 25.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

END OF SECTION-I

SECTION-II

SPECIAL TERMS & CONDITIONS OF CONTRACT

Description of Work and location:

a) Hiring of Security service (Unskilled) within OIL Transit Flat at 2E, Charu Chandra Avenue, Tollygunge, Kolkata-33 and 12 Lee Road, Kolkata-700020 (Minimum 7 Nos. security guard required).

2.1 Period of Service : Hiring of security services for OIL's premises at 2E, Charu Chandra Avenue and 12, Lee Road for a period of two years and may be extended by another one year with same rate, terms and condition at OIL'S discretion.

3.0 Invoicing / Payment:

3.1 The company shall, within 30 (Thirty) days of the receipt of the contractor's invoice, pay by cheque drawn on a nationalized bank of the said invoice. The contractor shall submit the invoice for the service actually rendered on calendar month basis together with documentary evidence of deposit of P.F. contribution, documentary evidence of the persons employed with the authority.

4.0 Taxes:

Tax levied as per provisions of Indian Income Tax Act and any other to Enactment/Rules on income derived/payment received under the contract will be on contractor's account.

5.0 Contractor's Obligation:

5.1 The contractor, if so required, shall obtain requisite license at his cost from the appropriate licensing authority for executing this contract work and submit copy of such license to the company as and when asked for. The contractor shall also observe the rules & regulations framed under the contract Labour (Regulations & Abolition) Act 1970. It may please be noted that any contractor employing 20 (Twenty) or more number of workmen on any day of the preceding 12 (Twelve) months is required to obtain requisite license at his cost from the appropriate licensing office / officers before undertaking any contract work under the Contract Labour (Regulation & Abolition) Act 1970.

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

- a) The Mines Act.
- b) The Minimum Wages Act of West Bengal.
- c) The Workman's Compensation Act.
- d) The Payment of Wages Act.
- e) The Employees Provident Fund Miscellaneous Provision Act.
- f) The Payment of Bonus Act. 1965.
- g) The Contract Labour (Regulation and Abolition) Act. 1970 and the rules framed there under.
- h) Family Pension Scheme.
- i) Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act. 1979.
- j) West Bengal Shop & Establishment Act.

or, any other Act or statute not hereinabove specifically mentioned having bearing over engagement of works directly or indirectly to render the specified services.

5.3 The contractor shall pay wages to his personnel employed for the security services at the guest houses before the expiry of the seventh day after last day of the wage period in respect of which the wages are payable.

5.4 The contractor shall pay wages in presence of company's authorised representatives.

5.5 Company's authorised representative shall record under his signature a certificate at the end of the entries in the 'Register of Wages'.

5.6 Payment shall be made by the contractor for the services rendered directly to their personnel without the intervention of any jamadars or the kadars and that the contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from such payment.

5.7 In order to promote, safeguard and facilitate the general operational economies in the interest of the company during the continuance of this agreement, the contractor hereby agrees and undertakes not to take any direct or indirect interest and / or support, assist, maintain or help any person(s) engaged in anti-social activities, demonstrations, riots or in any agitation prejudicial to the company's interest and any such event taking shape or form at any place of the company's work or its neighbourhood. The contractor's personnel deployed for the required services should be free from criminal records.

5.8 The contractor shall arrange and provide to his personnel at his own cost appropriate protective clothing / safety gears / uniforms as required for providing said services.

5.9 The contractor shall ensure strict compliance with provisions of all applicable whether or not specifically laws mentioned in 5.2 above.

5.10 The contractor shall provide, as and when required by the company, records/documents to the company for its verification of disbursement made for services rendered.

5.11 The contractor shall provide documentary evidence of requisite registration of his firm for doing such business as and when asked for.

5.12 The contractor shall arrange insurance to cover all risks in respect of their personnel deployed during the execution of the contract.

5.13 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.

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

5.15 Bidder(s) shall comply statutory minimum labour wages, PF, ESIC etc. as specified by the Chief Labour Commissioner (C) for the employment of Watch & Wards of Contracts Labour time to time.

(NB: The rates are subject to revise as and when notified by Central Labour Commissioner(C), New Delhi)

5.16 In case of any items(s) lost from the place where contractor provides security services entire amount will be recovered from the contractor's bill. If contractor recovers the materials, he should submit necessary certificate from the concerned officer/authority for

receipt of recovered stolen materials from the officer who has lodged an FIR on theft within 15 days from the date of theft. The recovered amount from his bill will be returned back to contractor.

5.17 Contractor will be solely responsible against any damage, loss or act of subversion or unlawful activities, which may be caused or committed by any one of its workers within OIL's establishment during the contractual period.

5.18 In case of absence of contractor's security guard in any shift then a penalty of Rs. 200/- (Rupees Two hundred) per shift will be deducted from the contractor's bill.

5.19 Contractor will arrange to issue Identity Card/Photo Pass to each security guard/security personnel as per company's and govt. security regulatory norms. The contractor's security guards must carry/display the same during working hours.

5.20 Contractor will deploy only who must be physically/mentally/medically fit for performing security duty and does not exceed the age.

5.21 In case of death of any contractor's employees engaged in the performance of this contract, contractor shall be responsible for arranging/settling his claims within a period of 03(Three) months.

5.22 Contractor should have a registered office with telephone number and office address at Kolkata.

5.23 In case of a contractor's employee is arrested on charges of theft / forgery / subversive / sabotage / moral turpitude / unlawful activities or any other criminal charges then contractor shall terminate him from security services till his acquittal from the charges by court of law. Contractor is responsible for misconduct of his any employee whatsoever. If a lawful authority in connection with any crime convicts any contractor's employee the contractor shall remove such employee from service under detail information to Head-Calcutta Branch.

5.24 If there is any statutory increase in minimum labour wages over the existing rate per labour engaged by the contractor as applicable during the currency of the contract, the increase will be borne by the company. The mode of calculation for this payment for enhanced wages, if any, when the same arises will be decided by the company. The company's decision regarding this shall be final and binding on the contractor.

5.25 Bidder(s) must also furnish the following particulars:

- A) Name of the firm
- B) Detail postal address
- C) Telephone No./Mobile No.
- D) E-Mail
- E) Fax No.
- F) Name of contact person & contact No.
- G) Tax exemption certificate No., if any (Self attested copy required)
- H) CST Regd. No. (Self attested copy required)
- I) Local Sale Tax Regd. No. (Self attested copy required)
- J) PAN No. (Self attested copy required)
- K) VAT Regd. No. (Self attested copy required)
- L) Bank Account No.
- M) Bank Account Type
- N) Bank Name & Address
- O) Service Tax Regd. No. (Self attested copy required)
- P) PF Code

Q) Vendor Code (For existing vendors)

R) ESIC Code

6.0 Security Deposit:

6.1 Contractor will be required to furnish a security Deposit in the form of performance Bank Guarantee for an amount indicated in Letter of Award immediately after signing of the contract. In case of extension of contract, validity of the performance security is to be extended suitably as advised by OIL. The Bank Guarantee should be allowed to be encashed at all branches within India.

6.2 The Security Deposit shall be payable to the company as compensation for any loss resulting from contractor's failure to fulfill obligation under the agreement. The Security Deposit 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 realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the company or any reasons.

7.0 The contractor shall be responsible for required contributions towards PF, ESIC or any other statutory payments to be made in respect of the contract and the personnel employed for rendering service to OIL and shall deposit these amounts on or before the prescribed dates.

8.0 The contractor/contracting firm should have separate ESIC code allotted under the Employees' State Insurance Act 1948.

9.0 Default

If the contractor fails to provide the services as required by the company, OIL will be at liberty to arrange the services from an alternative source of its choice. The additional expenses arising out of such alternative arrangement of the services will be deducted from the contractor's incoming / pending bills.

10.0 Termination of the contract:

The contract can be terminated by either side at any time with one month notice in writing. In the event of termination of the contract, OIL shall pay the contractor for the services already rendered prior to such termination. The contractor shall have no claim for any compensation arising out of such termination.

11.0 Force Majeure:

a) In the event of either of the parties being rendered unable wholly or in part by force majeure to carry out its obligation under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing by courier / Fax to other party as soon as possible, after the occurrence of the cause relied on them the obligations of the party giving such notice so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

b) The term force majeure as used herein shall mean acts of gods, act of the public enemy, wars whether declared or not, blockades, insurrection, riots, landslides, lightening, earthquake, fires, storms, floods, washouts, government regulations and orders, civil commotion and any other causes, whether of the kind herein enumerated or otherwise, which are not within the control of the party claiming suspension and which renders, performance of the contract by the said party impossible.

12.0 Arbitration:

In the event of any disagreement, disputes arising in connection with execution of the contract which cannot be settled in an amicable manner between the contractor and the company the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996, as amended up to date or any statutory modification or re-engagement thereof for the time being in force. Arbitration proceeding will be held in India and will be subject to Indian laws. The venue of arbitration shall be Kolkata.

In consideration of the payments to be made by the company to the contractor as hereinafter mentioned, the contractor hereby covenants with the company to provide the services and to remedy defects therein in conformity in all respect with the provisions of this contract.

The company hereby covenants to pay the contractor in consideration of the provision of the services and the remedy of defects therein, the contract price or such other sum as may become payment under the provisions of this contract at the times and in the manner prescribed by this contract.

END OF SECTION-II

SECTION-III


SCOPE OF WORK

1. The Company has its office at 4 INDIA EXCHANGE PLACE, ICC BUILDING, 4TH FLOOR, KOLKATA – 700001, INDIA and other establishments like guest house. The security Services shall be provided by the Contractor at the Company's Guest House at 2E, Charu Chandra Avenue, Tollygunge, Kolkata-33 and 12 Lee Road, Kolkata-700020 (Minimum 7 Nos. security guard required) for a period of two years and may be extended by another one year with same rate, terms and condition at OIL'S discretion
2. The Contractor shall ensure protection of Company's property, materials, files, records, documents, equipments etc. where ever applicable.
3. The Contractor's personnel shall report any untoward incidents to the proper authority immediately.

END OF SECTION-III

PROFORMA-A**PRICE BIDDING FORMAT**

The bidders are required to quote their profit percentage/handling Charge through the OIL'S E-TENDER PORTAL in the form of percentage in the following Format :

Sl. No.	Description of Service	UoM	Qty	Minimum Wage per day (Rs.)	Total for 2 years (Rs.)
1	Security Guard for Diroi Guest house and VIP Guest house (7 Guards for 24 months)	Man-day	4368	385	16,81,680.00
TOTAL ESTIMATED MINIMUM WAGES OF SECURITY GUARDS FOR 2 YEARS AS PER THE MINIMUM WAGES ACT. AND PREVAILING RATES IN THE AREA OF OPERATION					16,81,680.00
Percentage of handling Charge excluding applicable Service Tax (charges in the range from 5% to 7.5%) [BIDDERS ARE TO ENTER THE % HERE]					
Total estimated value of the Contract (exclusive of Service Tax)					

Notes:

- a) Bidders should quote the profit percentage / handling charges in the range from 5% to 7.5%. Bids received quoting profit percentage/handling charges below 5% or above 7.5% will not be considered.
- b) The quoted handling Charge (in percentage on prevailing minimum wages exclusive of PF, ESIC, Ex-gratia, weekly off/relieving charge etc.) will remain firm and free from any escalation during the entire period of the Contract. It includes charges towards all the services under the terms of reference/scope of work of the tender including and not limited to maintenance of the Contractor's Personnel, their uniform, equipments, out of pocket expenses, conveyance etc. and all applicable statutory taxes and duties. However, **the applicable Service Tax shall be payable extra by the Company.**
- c) The Minimum Wages shown above are as per the prevailing rates. The same will be considered as per the applicable rates during actual execution of the Contract as per minimum wage rates notified by the Ministry of Labours & Employment, Govt. of India.
- d) The Contractor will be paid against services provided by them as per the Scope of Work of the Contract for actual no. of manpower utilized as under:
 - i) Handling Charge (in percentage on prevailing minimum wages notified by the Ministry of Labours & Employment, Govt. of India exclusive of PF, ESIC, Ex-gratia, weekly off/relieving charge etc.) for actual no. of manpower utilized .
 - ii) Amount equivalent to Minimum Wages for each person deployed by the Contractor against the Contract at the applicable rates in the area of operation, as per Govt. Notifications (Ministry of Labours & Employment, Govt. of India), during actual execution of the Contract for actual no. of manpower utilized.
 - iii) Amount equivalent to PF, ESIC, Ex-gratia, weekly off/relieving charge etc for each person deployed by the Contractor against the Contract as per prevailing statutory guidelines of the Govt. for actual no. of manpower utilized.

PROFORMA-B

BID FORM

**To
Head-Calcutta Branch
Oil India Limited,
4 India Exchange Place,
ICC Building, 4th Floor
Kolkata - 700001
West Bengal
India**

Sub: Tender No. : _____

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 -sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date of award of Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum to be intimated in LOA and same to be submitted within () days for the due performance of the Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2015.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

To be digitally signed by Bidder's Authorized signatory

PROFORMA - C

CERTIFICATE OF COMPLIANCE WITH RESPECT TO BRC

We _____ (Name of the bidder) hereby confirm that all the conditions given in the Bid Rejection Criteria (BRC) of the Bid document of Tender No. ----- are acceptable to us and we have not made any deviations from the same or put forward any additional condition in our offer in this respect. It is also confirmed that the supporting documents with regard to Eligibility Criteria of the bidder, laid down in the Bid Document are duly submitted in the Envelope 'C' containing the Techno-commercial Bid.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

To be digitally signed by Bidder's Authorised signatory

PROFORMA-D**STATEMENT OF NON-COMPLIANCE (excepting BRC)**
(Only exceptions/deviations to be rendered)

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

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

2.0 In addition to the above, the Bidder shall furnish detailed information pertaining to construction, operational requirements, velocity-pattern, added technical features, if any and limitations etc. of the Inspection Tool proposed to be deployed.

Name of the authorised signatory:

Name of the firm/service provider/bidder:

To be digitally signed by Bidder's Authorised signatory

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 Compliance"** in the above Proforma is left blank (or not submitted along with the Techno-commercial bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

APPENDIX-II

FORM OF BID SECURITY (BANK GUARANTEE)

To: Head-Calcutta Branch,
OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
700001
West Bengal, India

KOLKATA-

WHEREAS, (Name of Bidder)_____ (hereinafter called "the Bidder") has submitted his bid dated (Date) _____ for the provision of certain oilfield services (hereinafter called "the Bid").

WE KNOW ALL MEN by these presents that We (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") are bound unto Oil India Ltd (hereinafter called "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 Bank this _____ day of _____, 20__.

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws his Bid during the period of bid validity specified by the bidder**
- (2) If the Bidder, having been notified of the acceptance of his 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.**
- (3) If the Bidder furnished fraudulent document/information in their bid.**

We undertake to pay to Company up to the above amount upon receipt of its first written demand, (by way of letter/fax/e-mail) 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 all of the conditions**, specifying the occurred condition or conditions.

This guarantee will remain in force up-to and including the date (date of expiry of bank guarantee should be minimum 30 days beyond the validity of the bid) any demands in respect thereof should not reach the bank not later than the above date.

* The bank should insert the amount of guarantee in words and figures

Date :

Signature of issuing authority of Bank with
designation seal and seal of the bank.

APPENDIX-III

FORM OF PERFORMANCE BANK GUARANTEE

To: Head-Calcutta Branch,
OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
700001
West Bengal, India

KOLKATA-

WHEREAS _____ (Name and address of Contractor) (hereinafter called "Contractor") had undertaken, in pursuance of Contract No. _____ to execute (Name of Contract and Brief Description of the Work) _____ (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee as security for compliance with Contractor's obligations in accordance with the Contract.

AND WHEREAS we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "the Bank") have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are Guarantors on behalf of the Contractor, up to a total of (Amount of Guarantee in figures) _____ in words) (_____), such amount being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We also agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the OIL in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the Bank.

We further agree that no change or addition to or other modification of the terms of the Contract or the work to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____
Date Place _____

APPENDIX-IV

SAMPLE FORM OF AGREEMENT

THIS AGGREETMENT is made on the day of..... 2015, between (Name of Company)_____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)_____ and has, by Letter of acceptance dated (Date of Letter of Acceptance)_____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - a) This form of Agreement,
 - b) The Letter of Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications and
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information,
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name_____

On behalf of the Contractor
in the presence of:

APPENDIX-V

PROFORMA LETTER OF AUTHORITY

To,

Head-Calcutta Branch,
OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
700001
West Bengal, India

KOLKATA-

Sir,

Sub: OIL's Tender No. -----

We _____ confirm that Mr. _____ (Name and address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. _____ for hiring of services for _____.

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

Yours Faithfully,

Signature: _____

Name & Designation: _____

For & on behalf of: _____

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

APPENDIX-VI

AUTHORISATION FOR ATTENDING BID OPENING

To,

Date : _____

Head-Calcutta Branch,
OIL INDIA LIMITED,
4 INDIA EXCHANGE PLACE,
ICC BUILDING, 4TH FLOOR,
700001
West Bengal, India

KOLKATA-

Sir,

Sub : OIL's Tender No. -----

We authorise Mr. /Mrs. _____ (Name and address) to be present at the time of opening of the above Tender due on _____ on our behalf.

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

Note: This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.
