

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

**E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E-Procurement portal "<https://etender.srm.oilindia.in/irj/portal>" for the following services under **Single Stage Two bid** system.

<b>1.0 IFB No.</b>	<b>CDI9289P16</b>
Service Requirement	Service contract for catering and other miscellaneous services for Learning & Development Department for a period of 02 (two) years.
Cost of Bid Document	<b>₹ 2000.00</b>
Bid Security(EMD)	<b>₹ 35,500.00</b>
Period of Sale of Bid Document/Issue of User ID & Password	<b>11.01.2016 TO 02.02.2016(15:30Hrs)</b>
Bid Closing / Opening Date & Time	<b>09.02.2016 (11:00 Hrs / 14:00 Hrs)</b>

2.0 For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of Demand Draft / Banker's Cheque from any Scheduled Bank in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **Office of Head-Contracts, Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document. *Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E-procurement portal.*

2.1 In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal address of the bidder in typed format or in clear legible handwriting:

"Application & Tender Fees, IFB No.: CDI9289P16  
Description of Services: "Service contract for catering and other miscellaneous services for Learning & Development Department for a period of 02 (two) years"

2.2 Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents: (i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No/Fax No.

3.0 No physical Bid documents will be provided. On receipt of requisite Bid Document Cost (in case Cost of Bid Document is submitted in the form of Demand Draft / Banker's Cheque), USER\_ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

3.0 EXEMPTION OF TENDER FEE:

## E-TENDER: CDI9289P16

3.1 If the bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and is registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises, then they are exempted from payment of tender fees for the items/services for which they are registered. Copy of valid Registration Certificate, must be enclosed along with the application for issuing tender documents and the Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

**3.2** Public Sector Units (PSU) are also exempted from payment of tender fee.

**3.3** Application for exemption of Tender Fee as indicated under Para 3.1 & 3.2 above should reach the office of Head-Contracts, Contracts Department, Oil India Limited, Duliajan-786602(Assam) within the bid selling period.

4.0 The details of IFB can be viewed using “Guest Login” provided in the E-Procurement portal and also in OIL’s web site [www.oil-india.com](http://www.oil-india.com). The link to OIL’s E-Procurement portal has also been provided through OIL’s web site [www.oil-india.com](http://www.oil-india.com)

Note: All corrigenda, amendments, time extension, clarifications etc. if any to the above tender will be hosted on OIL’s website and in the e-portal <https://etenders.srm.oilindia.in/irj/portal> only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

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

OIL INDIA LIMITED invites ON-LINE BIDS from eligible Bidders/Firms for the following mentioned works/services under **SINGLE STAGE – 2 BID System** through its e-Procurement site:

**DESCRIPTION OF WORK/ SERVICE:**

Service contract for catering and other miscellaneous services for Learning & Development Department for a period of 02 (two) years.

**IFB NO:** CDI9289P16

**Type of IFB:** Single Stage Two Bid System

**LOCATION:** LEARNING AND DEVELOPMENT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN.

**CONTRACT PERIOD:** 02(Two) years.

**MOBILISATION PERIOD:** 15 days from the date of issue of LOA.

**BID CLOSING/ OPENING DATE & TIME:** 09.02.2016 (11:00HRS/14:00 HRS)

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

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

**Bid Validity :** 180 days from Bid opening Date

**BID SECURITY AMOUNT :** Rs. 35,500.00(Rupees thirty five Thousand five hundred) only.

**AMOUNT OF PERFORMANCE SECURITY:** 2.5% of total Contract Value.

a) Bid Security deposited vide Demand Draft/Banker Cheque /Bank Guarantee No.\_\_\_\_\_dated\_\_\_\_\_ of\_\_\_\_\_

**Original hard copy of (a) should reach the office of HEAD-CONTRACTS on or before 12:45 Hrs (IST) on the bid closing date or it can be paid through the online payment Gateway against this Tender, otherwise Bid will be rejected. A scanned copy of this document should also be uploaded along with the Un-priced Techno-commercial bid documents.**

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

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

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

All bidders shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee (BG should be valid for minimum 210 days from the date of opening of Technical Bid) from a Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN or it can be paid through the online payment Gateway against this Tender.** This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

2.0 (b) Exemption from submission of Bid Security:

(i) Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.

(ii) If the bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME, then they are also exempted from submitting Bid Security. Bidding MSEs shall have to submit a Copy of valid Registration Certificate clearly indicating

the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

(iii) In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

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

**4.0 The rates shall be quoted as specified in the "PRICE BID FORMAT" and to be uploaded in attachment under Notes & Attachments tab.**

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

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

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

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

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

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

6.0 (a) No Bidder can withdraw his bid within the validity or extended validity of the bid. Withdrawal of any bid within validity period will lead to forfeiture of his/her/their BID SECURITY in full and debarred from participation in future tenders, at the sole discretion of the company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14.0 BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time,

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

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

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

**Forwarding Letter.**

**Instruction to Bidders**

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

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

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

**Part - III** - Special Conditions of Contract (SCC)

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

**Part-V**-Safety Measures (SM)

**Integrity Pact**-Applicable for this IFB

**Proforma and Annexures**

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

**OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide “Part-VI Integrity Pact” of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL’s competent signatory(Digitally Signed). The proforma has to be returned by the bidder (along with the technical bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder’s authorized signatory who sign the Bid.**

(Note: Following person has been appointed as Independent External Monitor: SHRI RAJIV MATHUR, IPS (Retd.), E-Mail ID: rajivmathur23@gmail.com)

**SPECIAL NOTE:**

**GUIDELINES FOR PARTICIPATING IN OIL’S E-PROCUREMENT :**



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

**Please note that all tender forms (Bid documents, Integrity Pact, Proforma Annexures) and supporting documents are to be submitted through OIL's E-Procurement site only except Original Bid Security and any other document if specified in the IFB which are to be submitted in sealed envelope super scribed with tender no. and due date to :** The Head Contract, Contracts Department, Oil India Limited, Duliajan- 786602,

Bidders are requested to examine all instructions, forms, terms and specifications in the bid. Failure to furnish all information required as per the bid or submission of offers not substantially responsive to the bid in every respect will be at the bidders risk and may result in the rejection of its offer without seeking any clarifications. Offers sent without the requisite value of prescribed bid security (if called for in the bid) in original will be ignored straightway.

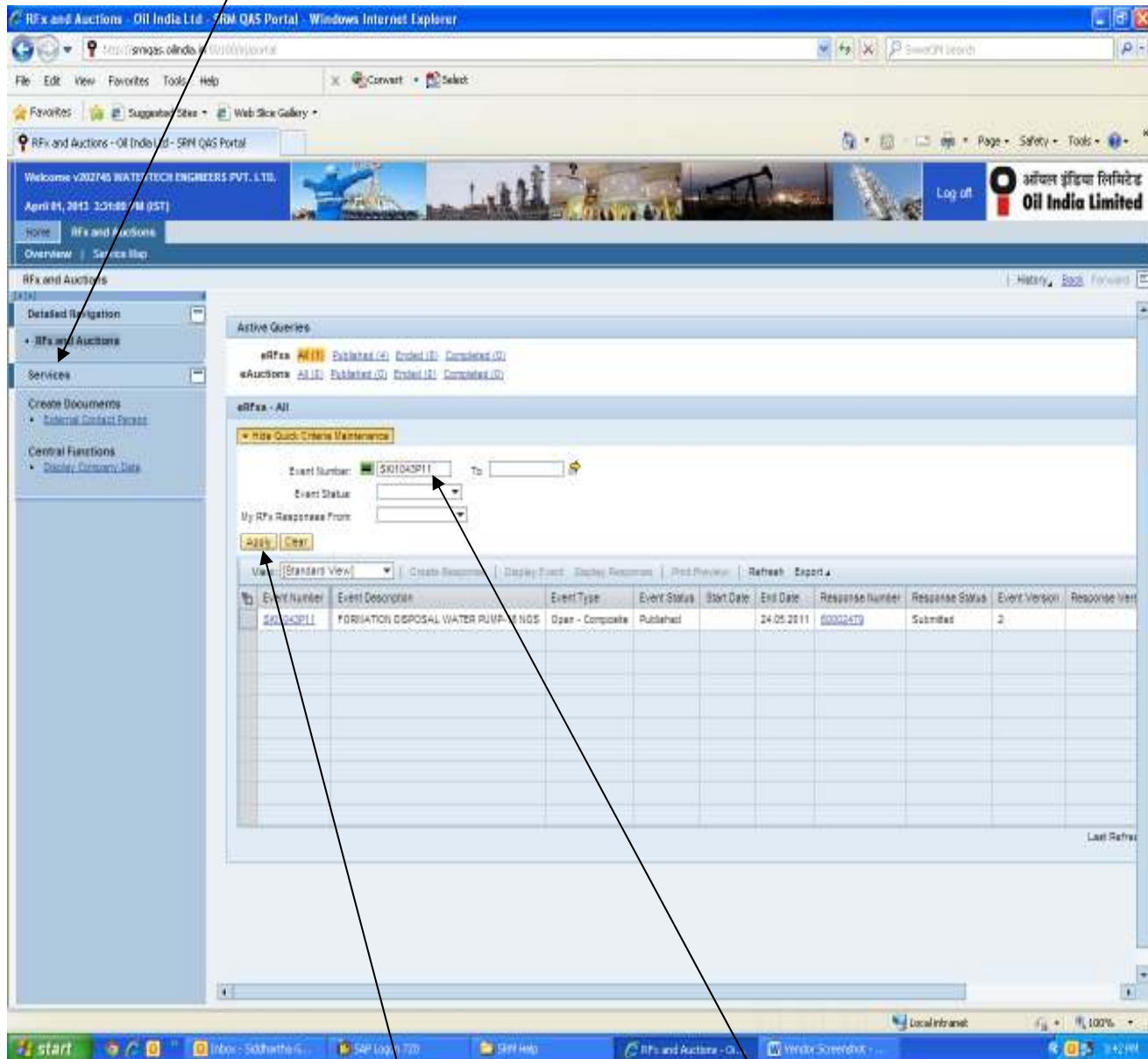
**19.0 The tender is invited under SINGLE STAGE 2- BID SYSTEM.** The bidder has to submit the "Un-Priced Techno-Commercial" and "Price-Bid" through electronic form in the OIL's e-Tender portal within the Bid Closing Date and Time stipulated in the e-Tender portal. **The Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender are to be uploaded under Technical RFx Tab.** The Price Bid rates shall to be quoted as specified in the "PRICE BID FORMAT" and to be attached as attachment under the Notes & attachment tab. **The price quoted in the "PRICE BID FORMAT" will only be considered for evaluation.**

**Please note that no price details should be uploaded under Technical RFx. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment under Notes & Attachment Tab. Offer not complying with above submission procedure will be rejected.**

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

1.

Select RFx and Auction Tab



3.

Please enter the IFB No. here & Click Apply Tab

2.

## **FORWARDING LETTER**

## **E-TENDER NO: CDI9289P16**

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

The screenshot displays the 'Display RFX' page in a web browser. The page title is 'RFX - Oil India Ltd - SRM QAS Portal'. The browser window shows 'Windows Internet Explorer'. The page has a navigation bar with 'RFX Information', 'Items', and 'Notes and Attachments'. The 'RFX Information' tab is active, showing details for RFX Number SDOT155P13, RFX Name Oil RFX Open Compressed Bio 1B0T, RFX Status Published, RFX Start Date, Submission Deadline 12/31/2013 11:00:00 INDIA, and Remaining Time 10 Days 18:25:18. The 'RFX Parameters' section includes fields for Time Zone (INDIA), Start Date (12/04/2013 00:00:00), Submission Deadline (12/04/2013 11:00:00), Opening Date (12/04/2013 14:00:00), Currency (INR), Price Bid Opening Date, Pre-Bid Conference Time (00:00:00), Pre-Bid Conference Date, Last Time of Tender Fee Payment (11:00:00), Last Date of Tender Fee Payment (12/04/2013), Last Time to receive RBC queries (00:00:00), Last Date to receive RBC queries, Contract Details (AUS), Earnest Money Deposit - USD (12,500.00), and Earnest Money Deposit - INR (8,888,000.00). The 'Valuation Type' is 'NON-ELIGIBLE FOR NIL DUTY/DEEMED EXPORT', 'Bank Guarantee' is 'APPLICABLE @ 18% OF ODR VAL', 'Integrity Pact' is 'Not Applicable', 'EMD Validity Period' is '12/04/2013', 'Tender Type' is 'ICB (International Competitive Bidding)', 'Tender Fee in USD' is '1,000.00', 'Tender Fee in INR' is '85,000.00', and 'Price Bid Opening Time' is '00:00:00'. The 'Partners and Delivery Information' section shows a table with columns for Function, Number, Name, and Phone Number. The table has four rows: Requester (Ext req transfer user SERVICE\_R3), Goods Recipient (Ext req transfer user SERVICE\_R3), Ship-To Address (Assam- Services, 2800414), and Location (Assam- Services, 2800414).

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

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

## **HEAD-CONTRACTS**

## **INSTRUCTIONS TO BIDDERS**

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

### **2.0 BIDDING DOCUMENTS**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Bid closing date and time
  - (iii) Bid opening date, time and place
  - (iv) Bid submission place
  - (v) Bid opening place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
  - (viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-( **Part-IV**)
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact
- i) Price Bid Format
- j) BRC/BEC
- k) (**Proforma & Annexures**).

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

### **3.0 TRANSFERABILITY OF BID DOCUMENTS :**

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

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

#### **4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

4.2 The Addendum will be sent in writing through post / courier / Fax/e-mail to all prospective Bidders to whom Company has sent the bid documents and also be uploaded in the OIL's e-portal in the C-folder under the tab "Amendments to Tender Documents". The company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OIL's E-Tender portal [C-folder under the tab "Amendments to Tender Documents"] for any amendments to the bid documents before submission of their bids.

#### **5.0 PREPARATION OF BIDS**

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

5.2 DOCUMENTS COMPRISING THE BID: The complete bid should be submitted on-line in the e-portal.

#### **6.0 BID FORM:**

6.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished as attachment in the e-portal. Bid form to be uploaded with Technical Bid.

#### **7.0 BID PRICE:**

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

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

**7.3 Since the tender is invited under SINGLE STAGE 2- BID SYSTEM and such no price details should be uploaded/mentioned under Technical RFx Tab. Details of prices as per Price Bid format / Priced bid can be uploaded as Attachment in the attachment header under the notes and attachment tab. Offer not complying with above submission procedure will be rejected. Kindly refer the screen shots below.**

Click on this tab to upload Price Bid

Response

**Edit RFx Response:**

Submit | Read Only | Print Preview | Check | Technical RFx Response | Close | Save | Delete | Verify signature | Sign Response

RFx Response Number: 68885122 | RFx Number: 577 | Status: Saved | Submission Deadline: 06/03/2013 09:00:00 NDA | Opening Date: 06/03/2013 09:00:00 NDA | Remaining Time: 0 Days 03:19:18  
 RFx Owner: WSRM\_31007 | Total Value: 0.00 BIR | RFx Response Version Number: Active Version | RFx Version Number: 2

RFx Information | Item | Notes and Attachments | Conditions | Summary | Tracing

Basic Data | Questions

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

Page: 9 of 9 | Words: 1 | English (India)

20/51  
05-03-2013



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

Bidders can insert comments here

RFx and Auctions - OIL India Ltd e-Procurement System - Microsoft Internet Explorer

RFx and Auctions | History | Back | Forward

Display RFx Response:

RFx Response Number: 60006427 RFx Number: Status: Saved Submission Deadline: 28.03.2013 11:00:00 INDIA  
Opening Date: 07.03.2013 14:00:00 INDIA Remaining Time: 2 Days 01:41:02 RFx Owner: Total Value: 0.00 INR  
RFx Response Version Number: Active Version RFx Version Number: 6

RFx Information | Notes | **Notes and Attachments** | Summary | Tracking

**Notes**

Add | Close Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	
	Bid Invitation/Auction Text	

**Attachments**

Sign Attachment | Add Attachment | Edit Description | Versioning | Details | Owner | Collaboration Profile | Filter Settings

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT	1	06	32		03.03.2013		

Collaboration Room

Created on

1

2

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

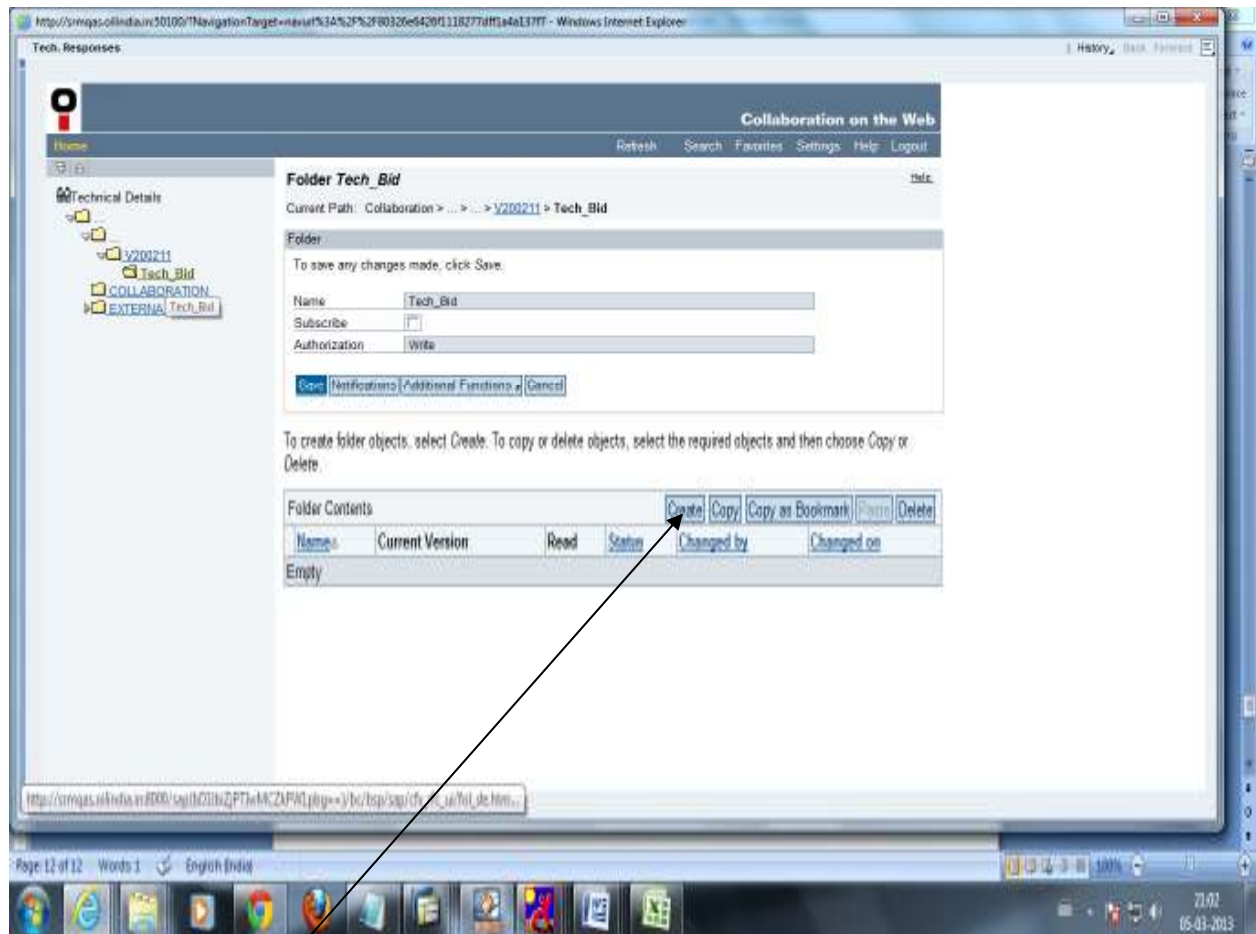
**Create Technical Rfx response ( creating Technical Rfx response is mandatory)**

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

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







Click on button Create to create and upload new document.

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

## **8.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

8.1 These are as per BEC/BRC

## **9.0 PERIOD OF VALIDITY OF BIDS:**

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

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**10.0 FORMAT AND SIGNING OF BID:**

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

**11.0 SUBMISSION OF BIDS.**

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

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

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

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

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

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

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

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

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

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

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

## **13.0 LATE BIDS:**

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

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

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

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

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

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

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

15.1 Normally no request for extension of Bid Closing Date & Time will be entertained. However, OIL at its discretion, may extend the Bid Closing Date and/or Time due to any reasons. In case of receipt of only one Bid on the Bid Closing Date and Time, OIL may extend the Bid Closing /Opening Date by 2(two) weeks. However, the bidder whose bid has been received within the bid closing date and time, will not be allowed to revise their Bid/prices. Withdrawal of such Bid also will not be permitted by the system.

#### **16.0 BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) 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. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**

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

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

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

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

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

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

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

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

## **17.0 EVALUATION AND COMPARISON OF BIDS:**

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

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

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

**18.0 CONTACTING THE COMPANY:**

18.1 Except as otherwise provided in Clause 14.0 above, no Bidder shall contact OIL on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by OIL vide sub-clause 16.6.

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

**19.0 AWARD CRITERIA:**

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

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

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

**21.0 NOTIFICATION OF AWARD:**

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

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

**22.0 SIGNING OF CONTRACT:**

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of

the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 2(two) years from the date of default.

### **23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

23.1 If it found that a bidder has furnished fraudulent information/documents, it shall constitute sufficient ground for annulment of the award and the party shall be debarred for a period of 3(three) years from the date of detection of such fraudulent act besides the legal action.

### **24.0 BID DOCUMENT:**

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

**25.0 Mobilization Period:** 15(Fifteen) days from the date of issue of LOA.

*&&&&&&&&&&&&& END OF ITB &&&&&&&&&&&&&*

**BID REJECTION CRITERIA & BID EVALUATION CRITERIA FOR THE TENDER:****A. BID REJECTION CRITERIA (BRC):**

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

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

i) Three similar completed works, each costing not less than ₹ 28,33,867.00(Rupees Twenty Eight Lakhs Thirty Three Thousand Eight Hundred Sixty Seven) only each,

OR

ii) Two similar completed works, each costing not less than ₹ 35,42,334.00(Rupees Thirty Five Lakhs Forty Two Thousand Three Hundred Thirty Four) only each,

OR,

iii) One similar completed work, costing not less than ₹ 56,67,734.00(Fifty Six Lakhs Sixty Seven Thousand Seven Hundred Thirty Four) only.

Note:

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

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

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

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

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

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

1.1.6 Minimum average annual turnover as per audited Annual reports of the bidder for the last three completed Accounting years reckoned from the bid closing date should be at least ₹ 21, 25,400.00(Rupees Twenty One Lakhs Twenty Five Thousand Four Hundred) only.

Note:



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

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

OR

(b) Copy of Audited Profit and Loss account for last 03(three) accounting years reckoned from the bid closing date.

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

**B. BID EVALUATION CRITERIA (BEC):**

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

1. To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of Part-II (i.e. schedule of works, units, quantity, rates) as per **PRICE BID FORMAT** of the tender.

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

3. PURCHASE PREFERENCE to Micro and Small Enterprises registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME:

In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

In case of more than one such MSE qualifying for 15% purchase preference, the contract shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.

In case any part of the work is sub-contracted to a Micro or Small Enterprise as per contract conditions than the contractor shall provide complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid registration certificate etc.) of the sub-contractor to OIL .

**Note:** Documents required to be submitted by MSEs: Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies.

In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**C. COMMERCIAL:**

1. Bids are invited under Single Stage Two bid system.
2. Bidders must offer firm rates in Indian Rupees only. Rates quoted by the successful bidder must remain firm during the entire period of execution of the contract and not subject to variation on any account whatsoever. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
3. Bid security (EMD) shall be furnished as part of the technical bid. Any bid not accompanied by the proper bid security (EMD) will be rejected, except those are exempted.
4. The system will not permit to submit any bids after the scheduled bid closing date and time.
5. Any bid received in the form of Telex /Cable /Fax /E-Mail /Courier will not be accepted.
6. Bids must be kept valid for a minimum period of 180 days from the date of scheduled bid opening. Bids with inadequate validity will be rejected.
7. Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the item, NIL should be mentioned against such part of work.
8. Bidder must accept and comply with the following clauses as given in the Bidding Document in toto, failing which offer will be rejected-
  - a) Performance Bank Guarantee clause
  - b) Force Majeure clause
  - c) Tax liabilities clause
  - d) Arbitration clause
  - e) Applicable Law
  - f) Liquidated Damage clause
  - g) Integrity Pact
9. The Company also reserves the right to cancel/withdraw the Tender without assigning any reasons to the bidders, for which no compensation shall be paid to the bidder. The bidder must confirm their acceptance to this clause in their respective bids.
10. Original bid shall be digitally signed and uploaded by the bidder or his authorized representative, failing which the bid will be rejected.
11. **INTEGRITY PACT:** The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact Proforma has been duly signed digitally by OIL's competent signatory. The Proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages

of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.

**D. GENERAL:**

1. Bidders should provide self-attested copies of Service Tax Registration Certificate, VAT registration Certificate, PAN Card, P.F. Registration Number OR Declaration [Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.]

2. In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by the company. The loading so done by the company will be final and binding on the bidders.

3. 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.

4. 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. OIL will not be responsible for delay or non-receipt of applications for participating in the bid and will not entertain any correspondence in this regard.

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

7. The bids not conforming to complete scope of work will be rejected.

\*\*\*\*\*End of BRC-BEC\*\*\*\*\*

**OIL INDIA LIMITED**

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

**DESCRIPTION OF WORK/SERVICES:-**

Service contract for catering and other miscellaneous services for Learning & Development Department for a period of 02 (two) years.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or any other Acts or Statute not here in above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work. The Contractor shall not make the Company liable to reimburse the Contractor for the statutory increase in the

wage rates of the Contract Labour appointed by the Contractor. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.

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

8. The duration of the contract shall be **104 Weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilisation of the work then the contractor will be liable to pay liquidated damages by way of penalty at the rate of 1/2% (Half percent) of the total contract cost subject to a maximum of 7.5% of the total contract cost.

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

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

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

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

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

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

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

12. The Company for any reason whatsoever and of which the company shall be sole judge may terminate this Contract with a 24 hours' notice in writing to the Contractor and in the

event of Company's so doing the clause 5 here of shall prevail and the accounts between the parties will be in accordance therewith finalised.

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

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

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

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

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

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

**19. GENERAL OBLIGATIONS OF COMPANY:**

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

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

**20. Special Conditions**

- a) The amount of retention money shall be released after 6(six) months from the date of issue of completion certificate from concerned department.
- b) The contractor will be required to allow OIL Officials to inspect the work site and documents in respect of the workers' payment.

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

**21. FORCE MAJEURE:**

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

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

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

## **22. TERMINATION:**

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

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

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

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

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

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



22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

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

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

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

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

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

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

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.  
  
In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.
10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

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

**25. I.B. Verification Report and Security Review:**

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

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

**26. Set Off Clause:**

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

**27. Furnishing Fraudulent Information/Document:**

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

**28. Liquidated Damages for Delay in Mobilisation and/ or Completion of Works and Services:**

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

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

SIGNED & DELIVERED FOR AND

ON BEHALF OF  
his legal

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-----by the hand of

its Partner/Legal Attorney

-----

(Signature of Contractor or

Attorney)

-----

(Full Name of Signatory)

-----  
-----

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

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-----  
(Signature of witness)

And in presence of

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

-----  
(Full Name of Signatory)

Address:

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(Signature of Acceptor)

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

\_\_\_\_\_

Designation

Date\_\_\_\_\_

Job responsibility of Contractor:

**A.CATERING SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

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

Note:

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

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

2.1) Tea/ Bed Tea, Refreshment in morning (Breakfast)/ afternoon (Evening tea/coffee/with or without snacks)details: These services will have to be provided without fail by the contractor as and when the guest of Faculty Guest House/L&D Department demands.

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

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

I) Option -1:

i) Tea (Black/Milk)

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

**II) Option -2:**

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

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

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

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

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

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

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

- ix) Sounf/ Mouth freshener with Tooth pick
- x) Fish of large piece of size (minimum 200gms/head) with different recipes.

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

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

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

- i) Sandwich (4nos.) or Puri (4nos.) or Roll (2nos.) or Rice (200gms) or Paratha (2nos) per head - as specified at the time of order.
- ii) Veg Cutlet
- iii) Potato finger chips- 100gms/ head
- iv) Mixed veg. (Dry)- 200gms/ head
- v) Paneer Item- 200gms/ head
- vi) Fruit: Seasonal
- vii) Dry Sweet-1piece
- viii) Fruit Juice-150ml min.

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

- i) Sandwich (4nos.) or Puri (4nos.) or Roll (2nos.) or Rice (200gms) or Paratha (2nos) per head - as specified at the time of order.
- ii) Cutlet (Chicken/ Mutton/ Fish)
- iii) Potato finger chips- 100gms/ head
- iv) Mixed veg. (Dry)- 200gms/ head
- v) Chicken (2 large piece) / Mutton (4 large piece)
- vi) Fruit: Seasonal
- vii) Dry Sweet-1piece
- viii) Fruit Juice-150ml min.

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

1. Washing and ironing of soft linens:

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

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

Total quantity per month = 2050 pieces

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

## 2. Washing and ironing of hard linens:

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

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

Total / month = 1285 pieces

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

## 3. Supply of flower pot (earthen):

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

## 4. Supply of flower seedling (seasonal):

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

## 5. Supply of flower pot with sapling:

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

## 6. Supply of flower plant for garden:

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

## 7. Supply & maintenance of cable connection (HD) for TV:

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

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



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

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

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

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

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

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

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

#### C.PARTICULAR INSTRUCTIONS:

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

2. Gas, water, electricity, cooking space (as provided by L&D Department) and storage space will be provided by the Company. The contractor will provide the services promptly and efficiently as per company's requirement.

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

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

5. Payment against any of the services under this contract will be made subject to satisfactory performance by the contractor against respective quantities of services provided at actual. There will be no fixed monthly quota for consumption of quantities and it will depend on the requirement of Company which may increase or decrease in any of the month.
6. While delivering different type of linen for washing and ironing the contractor will take prior clearance from authorized representative of Head-L&D/ GM-L&D. Payment will be made as per actual only.
7. In the event of failure on the part of the contractor to comply with job requirement of the contract to the satisfaction of the company either fully or partly, the company will be at liberty to get the job done/avail the services by alternative means. In this event liquidated damages will be charged maximum at the rate equivalent to the twice the pro-rata rate stipulated in the contract. However, company will be at liberty to decide about the penalty.
8. The contractor will always ensure supply/service of the food items hot and fresh under any circumstances.
9. Contractor is responsible to ensure restriction of entry of unauthorized personnel(s) along with him/ her in the MTDC Campus during the period of the contract. Contractor will also be responsible for any kind of assault / misbehavior /involvement of argument /criminal offence etc. by him/her or his/her representative with any of the person(s)inside the MTDC Campus which may attract complaints, legal actions etc.
10. In the event of repeated failure to complete the requisitioned jobs or to comply with the various provisions of contract by the contractor, the company (M/s Oil India Limited) will be at liberty to terminate the contract at any point of time.
11. The quantity or the frequency of jobs to be requisitioned in contract in any month with respect to any specific services may increase or decrease based on requirement of L&D Department. The requisition will be based on actual requirement.
12. The Contractor will supervise the jobs during the period of service execution.
13. The bill for the services provided by the contractor will be processed on monthly basis and payment will be made as per the company's billing cycle/system through company's payment gateway.
14. The contractor will use standard and good quality cutleries, crockeries, utensils, appliances, disposables (like paper glass/plates/packets/bowls/spoon/fork etc.), other items etc. required for

preparing/serving food items/breakfast/tea coffee/water etc. At the start of the contract, the contractor will provide new cutleries, crockeries, utensils, appliances, disposables (like paper glass/plates/packets/bowls/spoon/fork etc.), other items etc. required for preparing/serving food items/breakfast/tea coffee/water etc. The requirement of new items will be reviewed on the basis of requirement on consultation with L&D department representatives during the period of contract.

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

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

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

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

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

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

21.The contractor shall keep at least two large buckets(of 50 to 70 litres capacity)in each training/ seminar/ conference venue/ guest house/ dining lobby etc. for receiving the disposable glasses of water, tea/coffee, disposable plates etc. The buckets should be provided with disposable trash bags. The trash bags should be replaced when they are filled up. The contractor will ensure that the same are removed and cleaned on daily basis.

22.The contractor should provide at least two large buckets/baskets (of 50 to 70 litres capacity)lined with plastic or disposable trash bags for putting away the used plates/wastes in each training/ seminar/ conference venue/ guest house/ dining lobby etc. The contractor will ensure that the same are removed and cleaned on daily basis.

23. The contractor shall keep the food preparing area/serving area clean and tidy. The contractor will provide adequate quantities of good quality paper napkins/ tissue papers etc. at the time of serving the food items as per the requirement.

24.The contractor will provide the service of supplying potable drinking water available from Company's own sources to all the consumers/service requisitioners of lunch/dinner/breakfast etc using disposable glass in addition to supplying good quality bottled mineral water inside the class room during programmes as per requirement as per rates of contract.

\*\*\*\*\*End of SCC\*\*\*\*\*

OIL INDIA LIMITED  
(A Govt. of India Enterprise)

Description of Service: Service contract for catering and other miscellaneous services etc. for Learning & Development Department for two (02) years.

Part-II Schedule of Work, Unit and Quantity (Please do not quote any rate here)

S.Line	Description of Services-	Quantity	UOM
10	Washing and ironing of soft linens:	49,200	PC
20	Washing and ironing of hard linens:	30,840	PC
30	Flower pot (earthen):	300	NO
40	Flower seedlings (seasonal):	800	NO
50	Flower pot with saplings:	400	NO
60	Flower plant for garden:	300	NO
70	Cable connection for TV:	1,104	NO
80	Toilet soaps/Shampoo/Mosquito repellent:	26,976	NO
90	Tea:	62,298	EA
100	Coffee:	21,306	EA
110	Refreshment in morning/afternoon:	46,847	EA
120	Breakfast for special events:	6,715	EA
130	Veg. Lunch/Dinner:	2,298	EA
140	Lunch/Dinner with fish:	2,873	EA
150	Lunch/Dinner with Chicken/Mutton:	11,394	EA
160	Veg packet lunch:	575	EA
170	Non-veg packet lunch:	2,011	EA
180	Mineral Water (1000) ml	35,392	EA
190	Candy Chocolate (1 kg packet)	70	EA
			GRAND TOTAL₹

NOTE

1. Bidder to quote Unit Rate for a particular item as per above price bid format.
2. Bidders are requested to quote exclusive of Service Tax. Service Tax, if applicable shall be to the Company's Account. However, Service Tax portion payable directly by the Service provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
3. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format
4. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax. Bidder must refer Special terms and Conditions (SCC) of this tender for detail description of the services.

\*\*\*\*\*END OF SOQ \*\*\*\*\*

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

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

NOT APPLICABLE

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

**SUB: SAFETY MEASURES**

**Description of work/service:**

Service contract for catering and other miscellaneous services for Learning & Development Department for a period of 02 (two) years.

Sir,

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

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

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

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

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

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

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

(Seal)

Yours Faithfully

Date\_\_\_\_\_

M/s\_\_\_\_\_

FOR & ON BEHALF OF BIDDER

## **INTEGRITY PACT**

Between

Oil India Limited (OIL) hereinafter referred to as "The Principal"

And

( Name of the bidder ).....hereinafter referred to as "The Bidder/Contractor"

### **PREAMBLE:**

The Principal intends to award, under laid down organizational procedures, contract/s for

Service contract for catering and other miscellaneous services for Learning & Development Department for a period of 02 (two) years.

### **(IFB No. CDI9289P16)**

The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

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

### **Section 1 - Commitments of the Principal**

(A) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
3. The Principal will exclude from the process all known prejudiced persons.

(B) If the Principal obtains information on the conduct of any of its employees



which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a Page 2 of 6 substantive suspicions in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder/Contractor**

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

## **Section 3 - Disqualification from tender process and exclusion from future Contracts**

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

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

#### **Section 4 - Compensation for Damages**

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to 3 % of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
3. The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount or the liquidated damages, the Bidder/Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from

the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 - Equal treatment of all Bidders/Contractor/Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such

meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

#### **Section 9 - Pact Duration**

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

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

#### **Section 10 - Other provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



**PROFORMA - I**  
**BID FORM**

To  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM # 786 602

Sub: IFB No. : CDI9289P16

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of \_\_\_\_ (Price not to be indicated) \_\_\_\_ stated below or such other sums as may be ascertained in accordance with the Price Bid Form 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 issue of Company's LOA.

We agree to abide by this Bid for a period of 180 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 \_\_\_\_\_ year 20\_\_\_\_.

Signature and seal of the Bidder: \_\_\_\_\_

(In the capacity of) : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

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**PROFORMA – II**

LETTER OF AUTHORITY

To,  
THE HEAD (CONTRACTS)  
OIL INDIA LIMITED  
(A Govt. of India Enterprise)  
P.O. DULIAJAN  
DIST. DIBRUGARH  
ASSAM # 786 602

Sir,

Sub: IFB No. CDI9289P16

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Invitation No.:\_\_\_\_\_ for *‘Service contract for catering and other miscellaneous services for Learning & Development Department for a period of 02 (two) years’*.

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 printed on letter head of the Bidder and shall be signed by a competent person to bind the Bidder.

.....

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

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

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

**Authorised Person's Signature:** \_\_\_\_\_**Name:** \_\_\_\_\_**Designation:** \_\_\_\_\_**Seal of the Bidder:**

**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 technical bid), then it would be construed that the bidder has not taken any exception/deviation to the tender requirements.

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**ANNEXURE- I**

[TO BE FILLED-UP / SUBMITTED BY THE VENDOR ON ITS LETTER HEAD  
FOR E-REMITTANCE]

Name:

FULL Address:

Phone Number :

Mobile Number :

E-mail address:

Fax Number :

Bank Account Number (in which the Bidder wants remittance against  
invoices):

Bank Name :

Branch :

Address of the Bank:

Bank Code :

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank :

PAN Number :

Service Tax Registration Number:

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Signature of Vendor with Official Seal

Note: This declaration shall be printed on letter head of the Bidder and shall  
be signed by a competent person.

\*\*\*\*\*

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

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

WHEREAS, (Name of Bidder) \_\_\_\_\_ (hereinafter called "the Bidder") has submitted their offer Dated \_\_\_\_\_ for the provision of certain services (hereinafter called "the Bid") against OIL INDIA LIMITED, Duliajan, Assam, India (hereinafter called the Company)'s Tender No. **CDI9289P16** KNOW ALL MEN BY these presents that we (Name of Bank) \_\_\_\_\_ of (Name of Country) \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "Bank") are bound unto the Company in the sum of (\*\_\_\_\_\_ ) for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 2014.

THE CONDITIONS of these obligations are:

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

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

**PROFORMA & ANNEXURE****CDI 9289P16**

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

Notwithstanding anything contained hereinabove:

- (i) Our liability under the guarantee shall not exceed \_\_\_\_\_
- (ii) This Bank Guarantee shall be valid only up to \_\_/\_\_/\_\_
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_/\_\_/\_\_

SIGNATURE AND SEAL OF THE GUARANTORS \_\_\_\_\_

Name of Bank & Address \_\_\_\_\_

IFSC Code of the Bank \_\_\_\_\_

E-mail ID: \_\_\_\_\_

Contact No: \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

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

Place: \_\_\_\_\_

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

\* The Bidder should insert the amount of the guarantee in words and figures.

\*\* Date of expiry of Bank Guarantee should be minimum 30 days after the end of the validity period of the Bid i.e minimum 210 days validity.

**Note for the bidders:**

**Bid Security:** If Bank Guarantee is submitted towards 'Bid Security', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

**Performance Security:** If Bank Guarantee is submitted towards 'Performance Bank Guarantee', then bidders have to ensure that the BG issuing bank indicate the name and detailed address (including e-mail) of their higher office from where confirmation towards genuineness of the BG can be obtained.

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