



OIL INDIA LIMITED

BID DOCUMENT

Tender NO. : CGI 1156P17

Providing services of operation and maintenance of all electrical ancillaries/appliances etc at NSPL Receipt Terminal, Uttorayon & Shanti Niketan Housing Complex for Two Years.

Company: _____

Contractor : _____

:INDEX:

Instruction to bidders : Bidders are required to submit their bid through online with their quoted rates as per Section –II in **Price-Bid Format-A** along with all relevant documents as required.

Covering Letter with Salient features

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**FORWARDING LETTER**

Sir,

- 1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away. Pipeline Department of OIL, having its Head Quarter at Narengi, Guwahati, operates and maintains the cross country crude oil and product pipeline spanning across the state of Assam, West Bengal and Bihar.
- 2.0 In connection with its operations, OIL invites **Domestic Competitive Bids** under **Single Stage single Bid System** from competent and experienced Contractors for **Providing services of operation and maintenance of all electrical ancillaries/appliances etc at NSPL Receipt Terminal, Uttorayon & Shanti Niketan Housing Complex for Two Years** through OIL’s e-procurement portal <https://etender.srm.oilindia.in/irj/portal>.

You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

- | | | | |
|--------|---|---|---|
| (i) | Invitation For Bid (IFB) No. | : | <u>CGI 1156P17</u> |
| (ii) | Type of IFB | : | <u>Single Stage Single bid System</u> |
| (iii) | Pre-Bid Conference Date | : | Not Applicable |
| (iv) | Venue of Pre-Bid Conference | : | Not Applicable |
| (v) | Last Date of Receipt of Pre-Bid Queries | : | Not Applicable |
| (vi) | Bid Closing Date & Time | : | As per online data |
| (vii) | Technical Bid Opening Date & Time | : | As per online data |
| (viii) | Priced Bid Opening Date & Time | : | <i>Same as technical bid opening date & time</i> |
| (ix) | Bid Submission Mode | : | Bid should be uploaded in OIL’s E-Procurement portal |
| (x) | Bid Opening Place | : | Office of the Chief Manager(Contracts) Oil India Limited, Pipeline Head Quarter Guwahati-781171, Assam, India |
| (xi) | Bid Validity | : | 90 days from date of Closing of bid |

Company: _____

Contractor : _____

| | |
|--|---|
| (xii) Mobilization Time | : NIL from the date of issue of Work order by OIL |
| (xiii) Bid Security Amount | : <u>Rs.38,800.00</u> |
| (xiv) Bid Security Validity | : 120 days from date of closing of bid |
| (xv) Amount of Performance Guarantee | : 7.5 % (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill) |
| (xvi) Retention Money | : Not applicable |
| (xvi) Validity of Performance Security | : Up to 3 months from date of completion of contract |
| (xvii) Duration of the Contract | : 2(Two) years |
| (xviii) Bids to be addressed to: | : CHIEF MANNAGER(CONTRACTS) OIL INDIA LIMITED PIPELINE HEAD QUARTER GUWAHATI-781171, ASSAM, INDIA |

3.0 INTEGRITY PACT:

Not Applicable for this Tender.

4.0 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 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 the E-procurement tender. The User ID shall be intimated to the eligible bidders through email on receipt of the requisite cost of the bid document. In case any bidder is eligible for exemption from paying the tender fee, they should request OIL with supporting documents for issue of the User ID on free of charge basis. Bidders, who do not have a User ID, can click on Guest login button to view the available open tenders. The detailed guidelines are available in OIL's e-procurement site. For any clarification in this regard, bidders may contact OIL.

5.0 Bids received after closing hours as stipulated above will not be accepted. OIL will not be responsible for any delay in submission of bid because of connectivity problem and/or any other reasons whatsoever.

6.0 E-mail/Fax/Telegraphic/Telephone bids will not be accepted.

Company: _____

Contractor : _____

- 7.0 The Prices along with price related conditions should be filled online. Please ensure that **TECHNO-COMMERCIAL UN-PRICED BID / ALL TECHNICAL DOCUMENTS RELATED TO THE TENDER** is uploaded in the **Technical RFX Response** link only. **Please note that no price details should be uploaded in Technical RFX Response link.** A screen shot in this regard is given below. However, we request bidders to go through OIL's e – Portal / Website before uploading their bids for updated information regarding participation requirements and procedure for OIL's e – tenders.

Display RFX Response:

Edit | Print Preview | Technical RFX Response | Close | Withdraw | Verify signature of Response | Sign Response

RFX Response Number 60006452 RFX Number TEST2 Status Submitted Submission Deadline 13.04.2013 11:00:00 INDIA
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2 RFX Version Number 4

RFX Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

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

Go to this Tab "Notes and Attachments" for Uploading "Bid Form" & "Price Bid Format-A".

Partners and Delivery

Details | Send E-Mail | Call | Clear

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

On "EDIT" Mode- The following screen will appear. Bidders are advised to Upload "Techno-Commercial Un-priced Bid" in the place as indicated below:

Edit RFX Response:

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

RFX Response Number 60006452 RFX Number TEST2 Status Withdrawn Submission
 RFX Owner WIPRO_TEST1 Total Value 0.00 INR RFX Response Version Number 2

RFX Information | Items | Notes and Attachments | Conditions | Summary | Tracking

Notes

Add | Clear

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

Area for uploading Techno-Commercial Un-priced Bid*

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

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

Area for uploading Priced Bid Files & Bid Form

Notes :

* The "Techno-Commercial Unpriced Bid" shall contain all techno-commercial details except the prices.

Company: _____

Contractor : _____

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

- 8.0 Bidder is responsible for ensuring the validity of digital signature and its proper usage by their employee.
- 9.0 The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 10.0 OIL reserves the right to increase/decrease the quantum of job at the time of award of contract and it will be obligatory on the part of the successful bidder to accept the same at the offered rates.
- 11.0 The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- 12.0 Offer must conform in all respect to the terms and conditions of the enquiry. Deviations, if any, must be clearly and specifically stated. Conditional bids are liable to be rejected at the discretion of the Company.

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

Chief Manager (Contracts)
for Group General Manager (PLS)

Company: _____

Contractor : _____

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 TENDER FEE:**

2.1.1 Bidders interested to provide the services and interested to participate in the above tender are requested to submit the tender fee of **Rs 1000/-** (Rupees One Thousand) only by Demand Draft/Banker's Cheque, online transaction favouring OIL INDIA LIMITED, Payable at Guwahati issued by any Scheduled Bank. NO OTHER MODE OF PAYMENT WILL BE ACCEPTED BY THE COMPANY.

2.1.2 Sealed envelopes containing the Tender Fee shall be marked with the above Tender Number and description of work and addressed to following:

**Chief Manager (Contracts)
Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati,
Assam – 781171**

Tender fee shall reach the above address one week prior to Bid Closing date during working days (excluding Sundays/Holidays). Bidder whose Tender fee reach after the last date of received of tender fee as mentioned in online data shall not be allowed to participate in the bidding process.

2.2 EXEMPTION OF TENDER FEE and EMD:

- (i) **Micro & small Enterprises (MSME)** ,Small Scale Industries (SSI) registered with NSIC under Single Point Registration Scheme are exempted from payment of tender fees for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.
- (ii) Public Sector Undertakings (PSU) ,**Central Govt. Departments** are also exempted from payment of tender fee.
- (iii) Firms registered with NSIC, PSU's & Government Departments claiming exemption from payment of tender fee should submit their request with all credentials to the tender administrator at least 7 days in advance from the date of closer of sale of bid documents, to get access for participation in the tender.

Company: _____

Contractor : _____

- (iv) Tender documents provided to SSI Units registered with NSIC on free of charge basis shall submit their offer for the service for which they are registered. Their offer for other than the registered service shall not be acceptable. Their offer as service provider also will not be acceptable and shall be rejected straightway.
- (v) **Public Sector Undertakings (PSU) , Central Govt. Departments ,Micro & small Enterprises (MSME) ,Small Scale Industries (SSI)** registered with NSIC under Single Point Registration Scheme are exempted from payment of Earnest money deposit for the items they are registered with NSIC. Valid registration certificate with NSIC must be enclosed along with the application for issuing tender documents.

2.3 TRANSFERABILITY OF BID DOCUMENTS:

2.3.1 *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.*

2.3.2 Unsolicited bids will not be considered and will be rejected straightway.

2.4 DOCUMENT:

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 Tender No.
 - ii) Bid closing date and time.
 - iii) Bid opening date, time and place.
 - iv) Bid submission place.
 - v) Bid opening place.

Part -I : Instruction to Bidders

Part-II : Bid Rejection/Evaluation Criteria

Section - I : General terms and Condition of the Contract

Section - II : Schedule of Quantities, Service/work and Rates

Section - III : Safety Measures

Section – IV : Integrity Pact

Proforma - A : Price Bid Format

Proforma - B : Bid Form

Proforma - C : Bank Guarantee format for Bid Security Deposit

Company: _____

Contractor : _____

| | | | |
|-----------------|------------|---|--|
| Proforma | - D | : | Bank Guarantee format for Performance Security Deposit |
| Proforma | - E | : | Draft Agreement Copy |
| Proforma | - F | : | Statement of Compliance/Non-Compliance |
| Proforma | - G | : | Letter of Authority |

- 2.5 The bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. 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 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 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.
- 3.2 *The Addendum will be uploaded and published in OIL's e-portal. However, Addendum shall be neither published in news paper nor sent to any of the participating Bidders. 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.*

4.0 PREPARATION OF BIDS

4.1 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.

4.2 BIDDER'S NAME & ADDRESS:

Bidders should indicate in their bids their detailed postal address including the Fax/Telephone / Cell Phone Nos. and E-mail address.

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 Bids are invited under **Single Stage- single bid System**. The bid along with all Annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The price bids submitted in physical form against procurement tenders shall not be given any cognizance. However the following documents should necessarily be submitted in physical form in sealed envelope superscribed as "Tender Number and due for opening on _____" The outer cover of the sealed envelope should duly bear the tender number and date of closing/opening prominently underlined, along with the address as under

Chief Manager (Contracts), Oil India Limited
Pipeline Head Quarter, Narangi
P.O.: Udayan Vihar, Guwahati, Assam – 781171

5.2 Envelope:

- i) Containing Valid and proper Bid Security in Original as per **Clause 10.0** and should reach the office of Chief Manager (Contracts) before Bid closing date and time, otherwise Bid will be rejected. ***A scanned copy of this document should also be uploaded along with the Un-priced (Technical) bid documents.***
- ii) Any other document required to be submitted in original as per tender requirement.

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

5.3 E- FORM FOR ONLINE SUBMISSION:

5.3.1 TECHNICAL BID (Un-Priced) comprise of the following:

- i) Containing Certificate of Compliance in respect of BRC of the Bid Document as per **Part-II**.
- ii) Complete technical details of the services and equipment specifications with catalogue, etc
- iii) Documentary evidence established in accordance with clause 9.0 of this section.
- iv) Copy of Bid Security furnished in accordance with clause 10.0 of this section.
- vi) ***Copy of signed Bid document without indicating prices.***

5.3.2 COMMERCIAL/PRICE BID comprising of following:

Bidder shall quote their prices in the following Proforma and shall upload the same in the OIL's E-Portal:

- (i) Price-Bid Format as per **Proforma-A**
- (ii) Bid Form as per **Proforma -B**

The Priced Bid shall contain the prices along with the currency quoted and any other commercial information pertaining to the service offered.

NOTE:

Only **Envelope** mentioned in **clause 5.2 above** shall be submitted to Office of Chief Manager (Contracts), Oil India Ltd, Guwahati within Bid Closing Date and

Company: _____

Contractor : _____

TECHNICAL BID & COMMERCIAL / PRICE BID shall be submitted through e-tendering process.

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in their Bid.

7.0 BID PRICE:

7.1 *Unit prices must be quoted by the bidders both in words and in figures.*

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

7.3 All duties and taxes including VAT, Service tax, Contract Tax, Corporate income Taxes and other levies payable by the successful bidder under the Contract for which this Bidding Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

8.0 CURRENCIES OF BID AND PAYMENT:

8.1 Bid currency and payment shall be **INR**.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

These are listed in **Part-II** of the document.

10.0 SIGNING OF BID:

10.1 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 with Organizations Name [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.

If any modifications are made to a document after attaching digital signature, the digital signature shall again be attached to such documents before uploading the same. The Power of Attorney in original shall be submitted by bidder as mentioned in **Para 5.2(ii) above**.

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

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

Company: _____

Contractor : _____

- 10.2 *The original and all copies of the bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The letter of authorisation (as per Proforma-G) shall be accompanying the Bid. All pages of the Bid, drawings and other accompanying documents except for un-amended printed literature, shall be initialed by the person or persons signing the Bid Document.*
- 10.3 Any person signing the Bid or any other document in respect of this Bid Document or other relevant documents on behalf of the Bidder without disclosing his authority to do so shall be deemed to have the authority to bind the Bidder. If it is discovered at any time that the person so signing has no authority to do so, the Company (OIL) may, without prejudice to any other right or remedy, cancel his Bid or Contract and hold the Bidder liable to the Company(OIL) for all costs and damages arising from the cancellation of the Bid or Contract including any loss which the Company(OIL) may sustain on account thereof.
- 10.4 *Any physical documents submitted by bidders shall contain no interlineations, white fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person or persons who has/have digitally signed the Bid.*
- 10.5 Any Bid, which is incomplete, ambiguous, or not in compliance with the Bidding process will be rejected.

11.0 BID SECURITY:

- 11.1 Pursuant to clause 5.0 the Bidder shall furnish as part of its Technical bid, Bid Security for an amount of **Rs 38,800.00 (Thirty Eight Thousand EightHundred only)**
- 11.2 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-clause **11.7**.
- 11.3 The Bid Security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following form:
- (a) A Bank Guarantee in the prescribed format vides **Proforma-C** or in another form acceptable to the Company issued by any Scheduled Bank in India.
- The Bank Guarantee shall be valid for 30 days beyond the validity of the bids asked for in the Bid Document.
- Bank Guarantees issued by Banks in India should be on non-judicial stamp paper of requisite value, as per Indian Stamp Act, purchased in the name of the Banker.*
- (b) A Cashier's cheque or Demand Draft drawn on 'Oil India Limited' valid for 180 days from the date of issue and payable at Guwahati, Assam.
- 11.4 **Any bid not secured in accordance with sub-clause 11.1 and /or 11.3 shall be rejected by the Company as non-responsive.**

Company: _____

Contractor : _____

- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days of expiry of the period of bid validity.
- 11.6 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the performance security.
- 11.7 The Bid Security may be forfeited:
- a) If any Bidder withdraws or modifies their bid during the period of bid validity (including any subsequent extension)
 - or**
 - b) If a successful Bidder fails:
 - i) **to sign the contract within stipulated reasonable time & within the period of bid validity, and/or**
 - ii) to furnish the Performance Security.
- 11.8 *In case any bidder withdraws their bid during the period of bid validity, Bid Security will be forfeited and the party shall be debarred for a period of 2(two) years to participate any future tender.*
- 11.9 *Central Govt. offices and Central Public Sector undertakings are exempted from submitting Bid Security.*

12.0 PERIOD OF VALIDITY OF BIDS:

- 12.1 Bids shall remain valid for 90 days after the date of bid opening (technical) prescribed by the Company.
- 12.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing/email (or by Fax). The bid Security provided under **Clause 11.0** shall also be suitably extended. 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.
- 12.3 Bid Security shall not accrue any interest during its period of validity or extended validity.

13.0 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/ non-compliance to each clause as per **Proforma-F**.

14.0 Timely delivery of the bids is the responsibility of the Bidder. Company shall not be responsible for any delay.

15.0 DEADLINE FOR SUBMISSION OF BIDS:

Bids must be received by the company within Bid Closing Date as specified in the "Forwarding Letter".

Company: _____

Contractor : _____

16.0 LATE BIDS:

Any Bid received by the Company after the deadline for submission of bids prescribed by the Company shall be rejected.

17.0 MODIFICATION AND WITHDRAWAL OF BIDS:

17.1 The Bidder after submission of bid may withdraw its bid by written notice prior to bid closing.

17.2 The Bidder's withdrawal notice shall be prepared sealed, marked and dispatched in accordance with the provisions of **Clause 5.1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

17.3 No bid can be modified subsequent to the uploading in the e-tendering system.

17.4 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.

18.0 PRE-BID CONFERENCE/ MEETING:

No Pre bid Meeting is envisaged for this Tender.

19.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:

If it is found that a bidder/contractor has furnished fraudulent information / documents, the Bid Security/Performance Security shall be forfeited 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.

20.0 OPENING AND EVALUATION OF BID:

20.1 Company will open the Bids in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, an authorization letter 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. Only one representative against each bid will be allowed to attend.

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

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

Company: _____

Contractor : _____

- 20.4 Company shall prepare, for its own records, document containing the information disclosed to those present in accordance.
- 20.5 To assist in the examination, evaluation and comparison of bids the Company may at its discretion, ask the Bidder for clarifications of its bid. 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.
- 20.6 Prior to the detailed evaluation, Company 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 deviations or reservation. A 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 20.7 A Bid determined as not substantially responsive will be rejected by the Company and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 20.8 The Company may waive minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

21.0 OPENING OF COMMERCIAL/ PRICE BIDS:

- 21.1 Company will open the **Price Bids along with the techno-commercial bids** on the bid opening date in presence of participating bidders.
- 21.2 The Company will examine the Price quoted by Bidders to determine whether they are complete, any computational errors have been made, the documents have been properly signed, and the bids are generally in order.
- 22.3 *Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, their bid will be rejected.*

23.0 EVALUATION AND COMPARISON OF BIDS:

- 23.1 The Company will evaluate and compare the bids as per **Section-II** of the bidding documents.
- 23.2 DISCOUNTS / REBATES: Unconditional discounts/rebates, if any, given in the bid or along with the bid will be considered for evaluation.

Company: _____

Contractor : _____

- 23.3 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.

24.0 CONTACTING THE COMPANY:

- 24.1 Except as otherwise provided, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company.
- 24.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in the rejection of their bid.

25.0 AWARD OF CONTRACT

AWARD CRITERIA:

The Company 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.

26.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:

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

27.0 NOTIFICATION OF AWARD:

- 27.1 Prior to the expiry of the period of bid validity or extended validity, the company will notify the successful Bidder in writing by registered letter or email or fax (to be confirmed in writing by registered / couriered letter) that its bid has been accepted.
- 27.2 *The notification of award will constitute the formation of the Contract.*
- 27.3 Upon the successful Bidder's furnishing of Performance Security, the company will promptly notify each un-successful Bidder and will discharge their Bid Security.

28.0 SIGNING OF CONTRACT:

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful bidder for signing of the agreement or send the Contract document with General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

Company: _____

Contractor : _____

- 28.2 Within 30 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return it to the company.

29.0 PERFORMANCE SECURITY

- 29.1 Successful bidder shall be required to furnish an amount equivalent to **7.5 % (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** as Performance Security Deposit within 15 days of notification of award of contract and before signing of the formal contract. In case of default the award of contract may be canceled and Security deposit forfeited. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma –D.**
- 29.2 The performance security and retention money shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 29.3 The performance security as specified above must be valid for **3 months** (plus 3 months to lodge claim, if any) after the date of expiry of the tenure of the contract to cover the warranty obligations. The same will be discharged by company not later than 30 days following its expiry.
- 29.4 Failure of the successful Bidder to comply with the requirements of clause **25.1 and /or 25.3** shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security. In such an event the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as then case may be.

30.0 INTEGRITY PACT:

Not applicable against this tender

31.0 COST OF BIDDING:

- 31.1 The bidder shall bear all cost associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 31.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid without seeking any clarifications.

32.0 GENERAL:

- 32.1 The bids can only be submitted in the name of the Bidder who has been permitted to participate in the bid. The bid papers, duly filled in and complete in all respects shall be

Company: _____

Contractor : _____

submitted together with requisite information and Annexures. It shall be complete and free from ambiguity, change or interlineations.

32.2 The bidder should indicate at the time of quoting against this tender their full postal and Fax/Email addresses.

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

33.0 SPECIFICATIONS:

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/services to be executed under the contract.

34.0 The bidders are required to furnish the composition and status of ownership of the firm in whose name tender 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.

34.1. **In case of Sole Proprietorship Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

34.2 **In case of HUF**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return, 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.

34.3 **In case of Partnership Firm**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

34.4 **In case of Co-Operative Societies**-Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

34.5 **In case of Societies registered under the Societies Registration Act** -Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

34.6 **In case of Joint Stock Companies registered under the Indian Companies Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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

Company: _____

Contractor : _____

of Companies, Memorandum and Articles and copies of Service Tax and Central Excise Registration Certificate.

- 34.7 **In case of Trusts registered under the Indian Trust Act** - Copies of Telephone/Electricity/Mobile Bill, PAN, latest Income Tax Return 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.

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

- 1.0 The bid shall conform 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 stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the **BRC** requirements will have **to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected**. All the documents related to BRC shall be submitted along with the Bid.

1.1 **Financial capability: Bidders must have;**

Annual financial turnover as per Audited Annual Reports In any of preceding 3 financial years (**Ending 31st March, 2015**) preceding scheduled bid opening date should be at least **Rs. 5,81,700.00**

For consortium

- i. At least one member of the consortium to meet the above criteria of 50% turnover.
- ii. The other members of consortium should meet minimum 25% turnover requirement.

Period for consideration

In any of preceding 3 financial years

Net worth

Positive for preceding financial / accounting year.

For Proof of Annual Turnover any of the following documents /photocopy must be furnished

- A Certificate issued by a practicing Chartered / Cost Accountant Firm, with membership number certifying the Annual Turnover and nature of business.
- Audited Balance Sheet and Profit & Loss account.

1.2 **Experience: Bidders must have:**

Experience of having successfully completed similar works (**similar work means Providing services of operation and maintenance of electrical ancillaries/appliances etc)** during last 7 years ending last day of month previous to the one in which applications are invited should be of the following :

- i. One similar completed works costing not less than **Rs.4,85,000.00**

Documentary proof must be furnished in support of the experience by way of purchase order / work order / contract document along with completion certificate from the organization to whom such services have been rendered.

- ii) The bidder must possess valid Electrical Contractor's Licence.
- iii) The bidder must have experience in working in Petroleum Industries / Hazardous areas.
- iv) The bidder shall submit the details of critical spares within three months of awarding contract the contract as directed by OIL.
- v) The bidder shall have an office at Rangapani/Matigara/Shivmandir or Siliguri in his own name. Supporting documents shall be submitted as proof of office establishment in any of the following form, otherwise bid will be summarily rejected.
 - (i) Trade License issued by the local authority **or**
 - (ii) Landline phone number in the name of the bidder **or**
 - (iii) Electricity bill for last one year in the name of the bidder

1.3 Deviation to the following provision of the tender document liable for rejection of Bid:

- i. Firm price
- ii. EMD / Bid Bond
- iii. Scope of work
- iv. Specifications
- v. Price Schedule
- vi. Delivery / Completion Schedule
- vii. Period of Validity of Bid
- viii. Liquidated Damages
- ix. Performance Bank Guarantee / Security deposit
- x. Guarantee of material / work
- xi. Arbitration / Resolution of Dispute
- xii. Force Majeure
- xiii. Applicable Laws
- xiv. Integrity Pact, if applicable
- xv. Any other condition specifically mentioned in the tender documents elsewhere that non-compliance of the clause lead to rejection of the bid.

In case of any clauses in the BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

2.0 Other Information /Documents: Bidders must furnish the following information with relevant documents wherever necessary:

- a) Tax Exemption Certificate, if any if /applicable.
- b) PAN no. (photocopy of the PAN card required).
- c) Service Tax registration no.
- d) VAT registration no. if applicable.
- e) Bank account no. with name of Bank, Type of account, Bank address.
- f) P.F. Account No. / Code.

3.0 BID EVALUATION CRITERIA (BEC) :

Company: _____

Contractor : _____

- 3.1 Bids conforming to the terms and conditions stipulated in the bid document and considered responsive and subject to qualifying the Bid Rejection Criteria will be considered for further evaluation.
- 3.2 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of commission rates (% , percentage) quoted by the bidders.
- 3.3 ***In case more than one bidder emerges as lowest bidder due to equal rate quoted by the bidder, then the lowest bidder will be decided by draw of lots. Company's decision in this regard is final and binding to all bidders***
- 3.4 Any discount/rebates offered 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 discount/rebate the contract shall be awarded after taking into consideration such discount/rebate after negotiation or otherwise.

GENERAL TERMS AND CONDITIONS**1.0 DEFINITIONS**

1.1 In the contract, the following terms shall be interpreted as indicated:

- a) "Contract" means agreement to be entered into between Company and Contractor, as recorded in the contract signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "Contract Price" means the price payable to Contractor under the contract for the full and proper performance of their contractual obligations.
- c) "Work" means each and every activity required for the successful performance the services described in **Section-II**, the Terms of Reference.
- d) "Company" or "OIL" means Oil India Limited.
- e) "Contractor" means the individual or firm or Body incorporated performing the Consultancy study under the Contract.
- f) "Contractor's Personnel" mean the personnel to be provided by Contractor to provide services as per contract.
- g) "Company's Personnel" mean the personnel to be provided by OIL or OIL's contractor (other than the Contractor executing the contract). The Company representatives of OIL are also included in the Company's personnel.

2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF CONTRACT AND COMPLETION TIME OF CONTRACT

2.1 The contract shall become effective as of the date notified Contractor in writing through Letter of Award (LOA). This date shall be treated as the effective date of commencement of the contract.

2.2 MOBILISATION TIME:

The mobilization of equipment, personnel etc. should be completed by Contractor within 0 days from the effective date of the contract. Mobilization shall be deemed to be completed when Contractor's equipment and manpower are placed at the nominated location in readiness to commence Work as envisaged under the Contract duly certified by the Company's authorized representative.

2.3 DATE OF COMMENCEMENT OF CONTRACT:

The date of **Commencement of Contract** will be as notified by Company by issuing Work Order after Signing the Contract.

2.4 DURATION OF CONTRACT:

Company: _____

Contractor : _____

*The completion time of Contract is 24 (**twenty four**) months from the commencement date which includes mobilization time. If the job is not completed within the schedule time frame, the company shall have the option to extend the contract with same rates, terms & conditions.*

3.0 GENERAL OBLIGATIONS OF CONTRACTOR:

Contractor shall, in accordance with and subject to the terms and conditions of this Contract.

- 3.1 Perform the work described in the **Terms of Reference (Section- IV)** in most economic and cost effective way.
- 3.2 Except as otherwise provided in the Terms of Reference and the special Conditions of the contract, provide all personnel as required to perform the work.
- 3.3 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.
- 3.4 Contractor shall be deemed to have satisfied himself before submitting their 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.
- 3.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as within the warranty period company may consider necessary for the proper fulfilling of contractor's obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY:

Company shall, in accordance with and subject to the terms and conditions of this Contract.

- 4.1 Pay Contractor in accordance with terms and conditions of the contract.
- 4.2 Allow Contractor access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.
- 4.3 Perform all other obligations required of Company by the terms of this contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR:

- 5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently.
- 5.2 The Contractor should ensure that their personnel observe applicable company and statutory safety requirement. Upon Company's written request, contractor, entirely at its own expense, shall remove immediately; any personnel of the Contractor determined by

Company: _____

Contractor : _____

the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.

- 5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel. Company shall have no responsibility or liability in this regard.
- 5.4 Contractor's key personnel shall be fluent in English language (both writing and speaking).

6.0 WARRANTY AND REMEDY OF DEFECTS:

- 6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with the highest degree of quality, efficiency, and with the state of the art technology/ inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance which Company may give to the Contractor from time to time.
- 6.2 Should Company discover at any time during the execution of the Contract that the work carried out by the contractor does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform all corrective work required to make the services conform to the Warranty. Such corrective work shall be performed entirely at contractor's own expenses. If such corrective work is not performed within a reasonable time, the Company, at its option, may have such remedial work carried out by others and charge the cost thereof to Contractor which the contractor must pay promptly. In case contractor fails to perform remedial work, the performance security shall be forfeited.

7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.
- 7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company.

9.0 POWERS OF COMPANY OFFICER /AUTHORIZED REPRESENTATIVE:

- 9.1 The services shall be to the satisfaction of the company's officer who shall have powers, amongst other, to:

Company: _____

Contractor : _____

- i. Advise the contractor to remove immediately cause of unsatisfactory performance of the service.
- ii. Advise the contractor from time to time such further instructions as shall be necessary for the purpose of proper and adequate rendering of the service and for keeping such records as are deemed necessary by the company. Non compliance of the instructions will make the contractor liable for liquidated damage/penalty as determined by the company.

9.2 In the event the contractor fails to render the services in most efficient and workman like manner under his supervision, the company reserves the right to obtain the services from any other agency at Contractor's risk and cost. The difference of higher cost, if any, will be recoverable from the contractor's outstanding bills or his security deposit.

9.3 The company reserves the right to increase or decrease the number of service personnel under any or both the categories of services. Further, the service provider will also be required to provide extra hourly services under any or both the categories beyond normal working hours as notified by the company but without any extra handling/service charges.

10.0 **PENALTY:**

The contractor shall commence to supply of regular and continuous service at all places as per this agreement on due date specified in the work order. Failure to commence the services will attract penalty and decision of the company in this regard will be final and binding.

11.0 **TERMINATION:**

11.1 In the event of contractor failure to commence the services within stipulated period or to render proper services as per terms of this agreement (including the extended period, if any), the company reserves the right to terminate this agreement wholly or partially, with 7(seven) days notice in writing and on the expiry of this notice period this service agreement shall stand terminated and the contractor shall not be entitled to any damage or compensation on account of such termination or otherwise from any cause arising whatsoever.

11.2 The company reserves the right to terminate this agreement any time with 7 (seven) days notice for contractor's failure to provide full time supervisors any day in a month during continuance of the Agreement. Supervisors must report to the in-charge of the services of the company daily in the morning at 07:00 hrs on all working days for necessary instruction, if any.

11.3 The company will assess the performance of the contractor regularly for regular payment to their employees and rendering proper services, failing which the company will have the option to terminate the agreement.

11.4 The company also reserves the right to terminate the agreement for failure on the part of the contractor of this agreement due to the following reasons:

Company: _____

Contractor : _____

- a) Poor interpersonal relationship
- b) Poor monitoring and follow-up.
- c) Improper and untimely payment to their service personnel.
- d) Poor dealing with their service personnel/employees.

12.0 **DURATION OF THE CONTRACT:**

The duration of the contract will be for a period of 2(two) years.

13.0 **PERFORMANCE SECURITY DEPOSIT:**

13.1 Contractor shall be required to furnish an amount equivalent to **7.5 % (initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill)** as Performance Security Deposit within two weeks of notification of award of contract and before signing of the formal contract. The Performance Security Deposit may be in the form of a Bank Guarantee issued by a Nationalized Bank, and shall remain valid for six more months beyond validity of the contract. A copy of the Bank Guarantee format is enclosed as **Proforma – D.**

13.2 The Performance Bank Guarantee will be discharged after successful completion of the contract and subsequent extensions if any. In the event of default in the execution of the contract by the contractor as per the terms and conditions of the contract, OIL will invoke the Bank Guarantee either in part or in full.

13.3 The proceeds of the Performance security shall be payable to Oil India Limited as compensation for any loss resulting from the contractors failure to complete his obligations under the contract.

13.4 The Performance Security will not accrue any interest.

14.0 **PAYMENT TERMS:**

Payment will be not oftener than monthly and the billing will be on completion of job as per measurement upto the satisfaction of the Engineer in charge. Contractor should submit his bills in triplicate to the sectional head of concerned section.

15.0 **FORCE MAJUERE:**

15.1 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 as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

15.2 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

Company: _____

Contractor : _____

Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

- 15.3 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 a maximum cumulative period of fifteen days. Either party will have the right to terminate the Contract if such 'force majeure' condition continues beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

16.0 **SETTLEMENT OF DISPUTES :**

- 16.1 The service provider and the company shall make every effort to resolve amicably by direct informal negotiation at any disagreement arising between them under or in connection with the contract agreement.

- 16.2 In the event of any disagreement or dispute arising in connection with execution of the agreement which cannot be settled in an amicable manner between the service provider and the company, the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended upto date by any statutory modification or reenactment thereof for the time being in force.

- 16.3 Place of Arbitration: **GUWAHTI, PHQ.**

17.0 **AMENDMENTS:**

Amendments to any terms and conditions of this agreement, if any, can be carried out only through an "Amendment to Agreement" duly signed by authorized representative of the company and contractor.

18.0 **GENERAL HSE POINTS TO BE INCORPORATED IN VIEW OF SAFETY IN FACTORY:**

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

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

Company: _____

Contractor : _____

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

- 18.3 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including an assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries & material from the mining operation / operations to be done by the contractor and how it is to be managed.
- 18.4 The contractor shall provide a copy of the SOP to the person designated by the mine owner who shall be supervising the contractor's work.
- 18.5 Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.
- 18.6 Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the mine owner a site specific code of practice in line.
- 18.7 All persons deployed by the contractor for working in a mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of MVT, IME & PME.
- 18.8 The contractor shall submit to DGMS returns indicating Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons
- 18.9 The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 18.10 It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- 18.11 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.

Company: _____

Contractor : _____

- 18.12 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 18.13 The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 18.14 The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 18.15 If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 18.16 The health check up of contractor's personnel is to be done by the contractor in authorized Health Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 18.17 To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18.18 Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 18.19 A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.
- 18.20 A contractor employee must, while at work, cooperate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.
- 18.21 Contractor's arrangements for health and safety management shall be consistent with those for the mine owner.
- 18.22 In case Contractor is found non-compliant of HSE laws as required company will have the right for directing the contractor to take action to comply with the requirements, and for further non-compliance, the contractor will be penalized prevailing relevant Acts/Rules/Regulations.
- 18.23 When there is a significant risk to health, environment or safety of a person or place arising because of a non-compliance of HSE measures company will have the right to direct the contractor to cease work until the non-compliance is corrected.
- 18.24 The contractor should frame a mutually agreed bridging document between OIL & the contractor with roles and responsibilities clearly defined.
- 18.25 For any HSE matters not specified in the contract document, the contractor will abide the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

Company: _____

Contractor : _____

- 19.0 Impersonation will be taken care by law of the land. Income Tax (TDS) at the applicable rate will be deducted at source on the total contract amount of the contract for which TDS certificate will be issued as per law.
- 20.0 The payment, however, shall be made on actual and on pro-rata basis.
- 21.0 Contractor(s) whosoever is liable to be covered under the Provident Fund (P.F.) Act and contract cost is inclusive 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 provision 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 month 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 12% P.F. contribution on wage component.

Following specific terms & conditions shall be applicable in addition to std. terms & conditions:

- 1.0 Workers engaged are to be insured with suitable Workmen's Compensation Insurance Policy for the contract period for legal liability coverage against obligations imposed by the Workmen's Compensation Insurance Act, 1923 and subsequent amendment to the said Act and other worker's compensation statutes. Cost of insurance will be reimbursed as actuals on submission of documentary proof.
- 2.0 The contractor shall ensure work fitness of the workers by Medical examination prior to engagement in work. The fitness certificate shall be submitted before engaging the workers under the contract. Cost of above fitness tests will be reimbursed as actuals on submission of documentary proofs.

22.0 **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)."

23.0 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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

24.0 **INDEMNITY CLAUSE**

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

Company: _____

Contractor : _____

- i) The Mines Act/Factory Act, whichever is applicable.
- 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.

25.0 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 contract.

26.0 **SPECIAL TERMS & CONDITIONS**

The personnel deployed must have the following competency:

1. Electrical Supervisor must be a Diploma Holder with valid electrical supervisory license issued by West Bengal Licensing Board Electrical).
2. Electrician must have a valid electrician license issued by West Bengal licensing Board (Electrical).

SCOPE:- The scope of Services includes -

- 1) Operating different electrical equipment viz Transformers LT Breakers & its control panels, Motors etc during pumping starting/running/change over/shutdown condition.
- 2) Attending any emergency breakdown work & rectification of the same during NSPL Operation to minimise the downtime.
- 3) Recording values of various parameters of different electrical equipment, KWhr readings & documentation of the same and providing all support services/assistances all technical work during NSPL Operation.
- 4) Routine/Preventive /Breakdown Maintenance of all types of Protective Relays (O/C, E/F, U/V, O/V, Timer - Relay, Auxiliary Relay etc.) & Energy meters including shifting of the test kits, accessories & making necessary arrangement for testing as per instruction of OIL INDIA LTD.
- 5) i. Routine / Preventive/Breakdown Maintenance of (415 Volt) indoor Transformers including, Cleaning & painting of the transformer body.
 - ii. Checking the tightness of power and control cables.
 - iii. Earthing connection check, body bolt tightness check.
 - iv. Replacement of Gasket & Nut Bolts or any job as instructed by OIL.

Company: _____

Contractor : _____

- 6) Routine / Preventive/Breakdown Maintenance 1-phase/ 3-Phase Induction motors including Shifting of support facilities,Cleaning of different parts of the motor, Change of grease, Varnishing, Checking the tightness of the power and control cables in the Motor terminal box and its control panel, Bearings / lugs replacement (if required), Measurement of the IR value of the motors ,monitoring vibration,noise level,temperature of motor, terminal & bearings, Painting of the body of the motor Using necessary tools & tackles,cleaning of working area and other related activities and any other job that may be required for the complete preventive maintenance of a motor (including Rotating the Rotor of Main Stand by Pump Motor by 180 degrees on monthly basis.) in all respect including all labour as per instruction of OIL INDIA LTD.
- 7) Field testing including shifting of the test kits, accessories & making necessary arrangement for Testing, Busbar & Transformers, Primary Current Injection Test of CTs., Insulation Resistance test of LT cables & LT motors,CTs, PTs etc, Transformer test (Ratio, winding resistance, insulation resistance, magnetising current,magnetic balance BDV test etc.),Cable fault locating, Cable Identifier test & other tests Required at site as per instruction of OIL INDIA LTD.
- 8) Routine/Preventive / Breakdown Maintenance of 3-Phase, 415V motorised Valves including replacement of power & control cables (if required),Cable glanding(FLP Type), ferruling, lug fixing, termination etc., to check monthly local & remote operation and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.
- 9) Routine/Preventive/Breakdown Maintenance of 63 KVA Emergency DG Sets including General cleanliness, Tightening of power & control cables,weekly trial run, regular self starter servicing, major overhaul as decided by OIL, testing of protective relays, Rectification of any fault in the AMF Panel etc. and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.
- 10) Routine/Preventive / Breakdown Maintenance of LT feeder panels including Cleaning of the panel.
- 11) Tightening of power & control cables, Disassembly and Reassembly of Modules, Fault Rectification /Replacement of SFU, Power Contactors, O/L Relay MCB/ELCB, Timer Switch etc. and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.
- 12) Maintenance of Electrical Lighting System including New Installation, Shifting ,Changing & Fault Rectification of FLP & non-FLP 70W/125W/160W/250W/400W, HPMV / HPSV/MLL/Metal Halide lights upto 9 metre height, Cleaning of glass covers of HPMV /HPSV/MLL/Metal Halid lights along with its luminaries 9 metre height, Replacement & Fault Rectification of FLP control gear box accessories viz capacitor, ignitor, ballast etc., including cable glanding, ferruling & termination in the FLP junction boxes & its feeder panels and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.
- 13) Maintenance of Electrical Lighting System including new Installation, Changing & Fault Rectification of 20W/40W Fluorescent Tube Light fixture, choke, tarter, holder etc., New Installation, Changing, Shifting & Fault Rectification of 9W/11W CFL Light fixture, choke, tarter, holder etc., and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.

14) Maintenance of Electrical Wiring System including attending & Fault Rectification of lighting feeder panel/distribution board/switch board including changing of SFU,MCB/ELCB, terminal block, switch board, switch 5/15A),socket(5/15A) burnt wire ,loose connections, sealing of spare holes & attending small defects etc., New Installation /Shifting of Switch Socket Board (normal & industrial type),Switch Board, Distribution Board/Box from existing location to a new location including making of hole in the wall & Connecting the same with PVC insulated wire including proper dressing from the power source and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.

15) Replacement/ rectification of HPMV/ HPSV/ metal halide lamp of winch type High Mast (upto 30m height)/ Street Light Pole (height upto 18m) or glass lamp cover of fixture, holder, condenser, choke/ ballast, igniter junction box etc, and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.

16) Maintenance of Earth Pit such Cleaning of earth-pit and surrounding area, Removing rust, replacement/ tightening of nut-bolts ,Earth resistance test of earth pits (half yearly) Necessary treatment of the earth-pit to improve the value of earth-pit limiting to maximum of 2 Ohm, Writing of measured earth resistances including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD and laying of GI strips in soil by excavation or in concrete or in cable trench whenever required.

17) Maintenance/ Replacement/New Installation/ Fault Rectification of 240V AC ceiling fan/ Exhaust fan/ Wall fan (Air circulator) with regulator including Replacement/Fault Rectification of capacitor, switch, regulator, bearing , wiring, tightening of supporting nut bolts/ rod etc, Shifting of ceiling fan/ exhaust fan(normal & heavy duty), Storage Water Geysers from one location to another & reinstall after repairing and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.

18) Termination of power with OD upto 33 mm PVC insulated armoured cables (upto 1100v grade) including shifting of cables from store to work, Glanding (FLP/Normal), Ferruling, Lug fixing & Termination of cables and complete the job in all respect including cleaning of working area & all labour and normal tools required to carry out the job as per instruction of OIL INDIA LTD.

19) Preventive maintenance of Junction boxes upto 18 ways including gasket replacement, checking tightness/rectification of damaged terminals, plugging of spare holes etc. as per direction of OIL INDIA LTD.

20) Attending emergency lighting & miscellaneous electrical job at odd hours during urgent Maintenance/Pumping Operation requirement/ VIP visit/ Security reasons etc. including shifting of materials but excluding the supply of materials as per direction of Engineer-in-Charge.

21) General cleaning / Upkeepment of electrical equipment, using necessary materials & tackles, cleaning of working area and other related activities and any other job that may be required including all labour as per instruction of OIL INDIA LTD.

22) To carry out all the schedule maintenance as per Statutory requirements as well as OIL Pipeline Operation system and generate reports , as directed by OIL Engineers.

23) To maintain impressed current CP System inside Rangapani Terminal premises only.

Company: _____

Contractor : _____

Job involves general cleaning, checking tightness of connections and carrying out adjustments in the cathodic transformer as well as maintenance of anode and cathode junction boxes of the CP system including excavation of trench and handling and laying of power cables when required.

24) To operate and maintain the DG battery charger as well as the DG battery through jobs such as general cleaning, replacement of faulty MCBs, fuses, checking tightness of all connections and measurement and recording of battery specific gravity, voltage and current parameters including necessary tools and tackles. Supply of requisite spares for charger and battery will be in OIL's scope.

25) Day to day operation & maintenance support for window/Split/ Packaged air conditioners, refrigerator, watercooler, room heaters/heat convectors, chimneys, Ceiling Fans, Lighting System, Geysers etc. at RT and 10 Nos. Flats at Uttorayan Housing Complex, Siliguri. Job involves servicing of AC filters, drawing out of air conditioners for troubleshooting and replacement of minor spare parts. Checking or supply of major spares such as compressor, fan motor, PCB, gas charging etc. will not be in the scope of the bidder.

26) Maintenance of electrical maintenance schedule as provided by OIL Engineer as per operational requirement.

27) Servicing of ceiling fans at 10 nos Flats at Uttorayan as per schedule.

28) Maintenance of all reports as per OIL Pipeline standard, viz, ELECT-1,2,4,5,6,7 and OIP 4,5,20,21,23,24 within stipulated time frame.

IMPORTANT NOTE

a) All 3 persons deployed by the bidder shall be given only weekly off-days. Bidder to note that during such weekly off-days no reliever is required to be deployed.

b) However, the off-days for the 3 persons shall be so arranged by the bidder, that no two persons avail their weekly off-day on the same day.

c) In case of any absence due to leave, sickness etc [excluding weekly-off day] the bidder shall arrange for a suitable replacement having the same competency level. In case of bidder's inability to provide the replacement personnel, OIL shall deduct amount on Pro-Rata basis from the bidder. For the basis of calculation the amount deductible per day shall be as under

- Electrical Supervisor (Diploma holder) = 52% of PSE
- Electrician = 28% of PSE
- Electrical Helper = 20% of PSE

d) The unit price quoted by Bidder should be in the unit/format as specified in the tender document. The quoted unit rate should be inclusive of PF ESI, Bonus, cost of PPE, transportation, accommodation etc but **exclusive of Service tax**.

e) The Contractor must possess valid Electrical Contractor's Licence.

f) The Contractor must have credential for similar nature of jobs within the last three years.

Company: _____

Contractor : _____

- g) The contractor must have experience in working in Petroleum Industries / Hazardous areas.
- h) The contractor shall submit the details of critical spares within three months of awarding contract the contract as directed by OIL.
- i)The bidder shall have an office at Rangapani/Matigara/Shivmandir or Siliguri in his own name. Supporting documents shall be submitted as proof of office establishment otherwise bid will be summarily rejected.

Company: _____

Contractor : _____

Format-ASECTION – IISCHEDULE OF QUANTITIES (SOQ), SERVICE/WORK AND RATES

| Sl. No. | Description of work / service | Unit/ No. | Quantity | Unit Rate (Rs) | | Total (Rs) |
|---------|--|-----------|----------|----------------|-------|------------|
| | | | | Fig | Words | |
| 10 | <p><u>Day to day electrical Operation & Maint.:</u></p> <p>Day to Day Electrical Operation and Maintenance services for NSPL at Rangapani Receipt Terminal, Uttorayon & Shanti Niketan Housing Complex, with a team comprising of 1 (One) Electrical Supervisor (Diploma Holder with valid electrical supervisory License issued by West Bengal Electrical Licensing Board(Electrical), 1 (One) no Day to Day Electrical Operation and Maintenance services for NSPL at Rangapani Receipt Terminal & Uttorayon Housing Complex, with a team comprising of 1 (One) Electrical Supervisor (Diploma Holder with valid electrical supervisory License issued by West Bengal Electrical Licensing Board (Electrical), 1 (One) no Electrician with valid electrician license issued by West Bengal Licensing Board (Electrical) and 1 (one) helper, for general shift duty 8 Hrs x 7 days a week, for 2 years which include 1 electrical supervisor (Diploma Holder with valid Electrical Supervisory license) for reliever duty. Scope of service</p> | PSE | 730.00 | | | |

Company: _____

Contractor : _____

| | | | | | | |
|----|---|-----|--------|--|--|--|
| | includes accommodation transportation, medical, PF, ESI, Bonus, Personal Protective Equipment(PPE), etc. for the personnel deployed. | | | | | |
| 20 | <u>Overtime beyond office hours for skilled:</u> Overtime beyond Office Hours for skilled person i.e. either Electrical Supervisor (Diploma Holder) or Electrician. Rate inclusive of transportation etc. | HR | 150.00 | | | |
| 30 | <u>Supply of Electrical consumables and spares:</u> Supply of Electrical consumables and spares as per approved quality of Engineer in charge. | LSM | 1.00 | | | |

NOTE : Bidder should quote rates inclusive of liabilities and taxes **excluding the service tax.**

Company: _____

Contractor : _____

SAFETY MEASURES & COMPLIANCE FORMAT

To
GROUP GENERAL MANAGER (PLS)
OIL INDIA LIMITED
GUWAHATI

SUB: SAFETY MEASURES

Tender No : CGI1156P17

Subject: Providing services of operation and maintenance of all electrical ancillaries/appliances etc at NSPL Receipt Terminal, Uttorayon & Shanti Niketan Housing Complex for 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 authorised 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 person and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the

rectification is completed by us and all expenditure towards this would be on our account.

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

Company: _____

Contractor : _____

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

(Seal)

Yours Faithfully

Dated_____

M/s_____

For & On Behalf Of Contractor

Company: _____

Contractor : _____

PRICE BID FORMAT

As per Section –II of the tender document and shall be quoted on line Format.

BID FORM

To
M/S. OIL INDIA LIMITED,
PIPELINE HEAD QUARTER

Sub : Tender No. : _____

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 _____ (Total Bid Amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within () days calculated from the date both parties have signed the Contract.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding _____ for the due performance of the Contract.

We agree to abide by this Bid for a period of 90 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 _____ 20_.

Signature

(In the capacity of)

Company: _____

Contractor : _____

PROFORMA-C**FORM OF BID SECURITY (BANK GUARANTEE)**

To
M/s. OIL INDIA LIMITED,
Guwahati, Assam, India, Pin - 781171.

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Guwahati, Assam, India (hereinafter called the Company)'s tender No. : _____ know all men by these presents that we (Name of Bank) _____ of (Name of Country) _____ having our registered office at _____ (hereinafter called "Bank") are bound unto the Company in the sum of (*) for which payment will 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 _____ 20__.

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 / fax/cable), without Company having to substantiate its demand provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

SIGNATURE AND SEAL OF THE GUARANTORS: _____

Name of Bank & Address: _____

Witness: _____

Address : _____

(Signature, Name and Address)

Date : _____

Place : _____

* 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.

Company: _____

Contractor : _____

FORM OF PERFORMANCE BANK GUARANTEE

To:

M/s. OIL INDIA LIMITED,
(CHIEF MANAGER -CONTRACTS)
 Guwahati Assam, India, Pin – 781 171

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTORS _____

Designation _____

Name of Bank _____

Address _____

Witness _____

Address _____

Date _____

Place _____

Company: _____

Contractor : _____

DRAFT AGREEMENT COPY
(To be executed by the successful Bidder)

This AGREEMENT is made on the day of

BETWEEN

OIL INDIA LIMITED, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the state of Assam, hereinafter called the “**COMPANY**” which expression unless repugnant to the context shall include executors, administrators and assignees on one part

AND

M/s., having its address hereinafter called the “**CONTRACTOR**” which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees, on the other part,

WHEREAS

OIL INDIA LIMITED being desirous of awarding a comprehensive contract for “hiring the services of like _____ and has issued an enquiry under reference No..... dated, containing the Schedule of Works, Terms and Conditions,

- A. M/s., have examined the nature and magnitude of the service to be provided and have satisfied themselves by careful examination before quoting their rates as to the nature and magnitude of the services to be provided, local conditions, the availability of manpower and resources necessary for rendering the service and have made local and independent enquiries and obtained complete information and have examined and considered all other issues, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the services and have included them while making their offer.

WHEREAS, Company, (OIL INDIA LIMITED) having accepted the offer of the Contractor and (subsequent letter dated _____), issued the “Letter of Award” under reference _____ dated _____.

Whereas, the Contractor has accepted Company’s Letter of Award vide their letter _____

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED AS FOLLOWS:

- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
- ii) The following documents shall be deemed to form and be read and construed as part of this agreement viz:

Company: _____

Contractor : _____

- (a) The Tender Document No.....dated, inter-alia providing the Instruction to the bidder ,General Conditions of Contract, Scope of Work / terms of reference /Technical specifications etc., Special conditions of contract.
- (b) The Bid submitted by the Contractor in response to the Tender enquiry,
- (c) The contractor's letter dated (after price negotiation) if any .
- (d) The Company's Notification of Award vide Letter of Award No. _____ dated _____.
- (e) **Section-I, II, III** hereto.

iii) The rates payable for the job will be as indicated in **Section-II**

iv) In consideration of the payment to be made by the Company to the Contractor for carrying out the assigned service , the Contractor hereby covenants with the Company that the Contractor shall and will carry out the assigned service and complete the said

service and shall do and perform all other acts and things mentioned in the Agreement or described or which are to be implied there from or may be reasonably necessary for the execution of the said assignment in the desired manner and time and subject to the terms and conditions or stipulations mentioned in the Agreement.

v) The Company hereby covenants to pay the Contractor in consideration of the due provision, execution and completion of the services and the remedying of defects therein , the contract price or such other sum as may become payable under the provisions of this contract at times and in manner prescribed in this contract.

IN WITNESS thereof, the parties have executed this contract on the day and the year first above mentioned at the office of the General Manager, Pipelines, Pipeline Head Quarter, Narengi, Guwahati, Assam.

Signed and Delivered for and
On behalf of Company

Signed and Delivered for and
on behalf of Contractor

(Oil India Limited)

()

IN PRESENCE OF TWO WITNESSES :

IN PRESENCE OF TWO WITNESSES

1.
2.

1.
2.

Company: _____

Contractor : _____

STATEMENT OF COMPLIANCE/NON-COMPLIANCE

OIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, should the bidder experience some exception and deviations to the terms of the bidding documents, the same should be indicated here and put in un-priced bid. In order to be considered responsive, Bidder's offer must specifically include the following statement:

- (a) We certify that our offer complies with all NIT requirements and specifications without any deviations.

Or

- (b) We certify that our offer complies with all NIT requirements and specifications with the following deviations:

| SL. NO. | SECTION/ CLAUSE NO. | BRIEF STATEMENT | COMPLIANCE/ NON-COMPLIANCE | DEVIATION STATEMENT |
|---------|---------------------|-----------------|----------------------------|---------------------|
| | | | | |

We undertake that excepting above deviations all the terms and conditions in the tender document shall be fully complied with. Company will not recognize any deviations/exception(s) which is not listed in this Annexure.

Signature of the Bidder

Name of Bidder: _____

Seal of the Company:

Company: _____

Contractor : _____

PROFORMA LETTER OF AUTHORITY

To
Chief Manager (Contracts)
Oil India Ltd.,
P.O. Udayan Vihar - 781171
Assam, India

Sir,

Sub: **OIL's Tender No: CGI 1156 P17**

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

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

Yours Faithfully,

Authorised Person's Signature: _____

Name: _____

Designation: _____

Seal of the Bidder:

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

Company: _____

Contractor : _____