

**E-TENDER NO. CDI2780P17**

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
P.O. DULIAJAN-786602, ASSAM  
E-TENDER NOTICE**

OIL INDIA LIMITED (OIL) invites Bids from experienced Service Providers through its E-procurement portal “<https://etender.srm.oilindia.in/irj/portal>” for the following works / services:

IFB No.	<b>CDI2780P17</b>
Description of Work / Service	<b>Hiring of services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years.</b>
Type of Bid	<b>SINGLE STAGE TWO BID SYSTEM</b>
Period of Sale of Bid Document	<b>25.10.2016 TO 18.11.2016 (up to 15:30 HRS)</b>
Bid Closing / Opening Date & Time	<b>25.11.2016 (11:00 HRS / 14:00 HRS : Server Time)</b>
Bid Submission Mode	Bid should be uploaded in OIL's e-Procurement portal.
Bid Opening Place	Office of the DGM (Contracts), Contracts Department, Oil India Limited, Duliajan, District: Dibrugarh (Assam), PIN-786602.
Priced Bid Opening Date & Time	Will be intimated to the eligible bidder(s) nearer time.
Cost of Bid Document	Rs. 1,000.00 (RUPEES ONE THOUSAND) ONLY.
Bid Security (EMD)	<p>Rs. 1,56,000.00 (RUPEES ONE LAKH &amp; FIFTY SIX THOUSAND) ONLY.</p> <p>The Bid Security should be in the form of a <b>BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE (valid for minimum 150 days from the date of Technical bid opening)</b> favouring OIL INDIA LIMITED, payable at DULIAJAN for the amount applicable and purchased from any Scheduled Indian Bank. Alternatively, the Bid Security can be deposited on-line in the E- procurement portal through the online payment gateway.</p> <p><b>Notes:</b></p> <p><b>a.</b> In case of Bidder(s) submitting Bid Security in the form of BANK DRAFT / BANKER'S CHEQUE/ BANK GUARANTEE, the Original hard copy of Bid Security should reach the office of DGM (Contracts) <b>on or before Bid Closing date and time.</b></p> <p><b>b.</b> A scanned copy of Bid Security document / EMD Invoice (in case of Bid Security deposited on-line) should also be uploaded along with the Unpriced Techno-Commercial Bid documents.</p>
Pre-Bid conference	<b>NIL</b>

**2.0** For participation, Cost of Bid Document (Non-Transferable and Non-refundable) by way of crossed "Payee Account only" Bank Draft/Banker's Cheque drawn by Bank and valid for **90** days from the date of issue of the same or in the form of Indian Postal Orders in favour of OIL INDIA LIMITED and **payable at Duliajan**, along with the application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **DGM (Contracts), Contracts Department, Oil India Limited, P.O. Duliajan, Assam-786602** within the period of sale (inclusive both the days i.e. start date & end date) of Bid document.

Alternatively, applicants already having User ID & Password for OIL's E-procurement portal can register against the IFB and pay the requisite Bid Document cost through the online payment gateway provided in the E- procurement portal.

**2.1** In case the Bidder(s) send their application for Bid Documents in sealed envelopes, the following must be super scribed on the envelope along with the name & registered postal

address of the bidder in typed format or in clear legible handwriting:

Application & Tender Fees, IFB No.: **CDI2780P17**

Description of Work / Services: **Hiring services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years.**

**2.2** Amongst others, the Bidder(s) must also provide the following information in the application for request for Bid documents:

(i) Valid e-mail ID (ii) Registered Postal Address with PIN code (iii) Vendor Code with OIL (if available) (iv) Mobile No. /Telephone No. (v) Whether participated in OIL's e-tender prior to this tender.

**3.0** No physical Bid documents will be provided. On receipt of requisite Bid Document Cost, USER ID and initial PASSWORD will be communicated to the bidder through e-mail at the e-mail address provided along with request for Bid documents as mentioned in 2.2 (i) above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

**4.0 EXEMPTION OF TENDER FEE:**

**4.1** Central Govt. Departments and Central Public Sector Undertakings (CPSUs) are also exempted from the payment of tender fee. Parties registered with DGS&D, having valid certificates are exempted from payment of tender fee.

**4.2** In case of CPSUs/ Govt. Bodies/eligible institutions etc. claiming waiver of tender fees, they shall apply to Contracts Department, OIL, Duliajan with documentary evidence before **07 days** of bid closing date.

**5.0 EXEMPTION FROM SUBMISSION OF BID SECURITY:**

**5.1** Central Govt. department and Central Public Sector undertakings are exempted from submitting Bid Security.

**6.0** Details of process for submission of Tenders Fees & Bid Security (EMD) through the online payment gateway are available in Vendor User Manual under E- procurement portal. (**Note:** Important Points for on-line Payment can be viewed at Oil India's website at url: <http://oil-india.com/pdf/ETenderNotification.pdf>).

**7.0** The link to OIL's E-Procurement portal has been also provided through OIL's web site ([www.oil-india.com](http://www.oil-india.com)).

**8.0** The details of IFB / Bid Documents can be viewed using "Guest Login" provided in the E-Procurement portal.

**9.0** To participate in OIL's e-procurement tender, bidders should have a legally valid "**Class 3**" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. Digital Signature Certificates having "**Organization Name**" field other than **Bidder's Name** are not acceptable. However, aforesaid Digital Signature Certificates having Bidder's Name in the "Organization Name" field are acceptable.

**DATE: 22.10.2016**

**DGM (CONTRACTS)**  
**FOR RESIDENT CHIEF EXECUTIVE**

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

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

**DESCRIPTION OF WORK/ SERVICE:**

**Hiring of services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years.**

**IFB NO: CDI2780P17**

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

**LOCATION:** Various drilling sites within the states of Assam and Arunachal Pradesh.

**CONTRACT PERIOD:** 03 (Three) years.

**MOBILISATION PERIOD:** 04 (Four) Weeks from the date of issue of LOA.

**BID CLOSING/ OPENING DATE & TIME:** 25.11.2016 (11:00HRS/14:00HRS)

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

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

**Bid Validity:** 120 days from Bid opening Date

**BID SECURITY AMOUNT:** Rs. 1,56,000.00 (Rupees One Lakh & Fifty Six Thousand) only.

**AMOUNT OF PERFORMANCE SECURITY:** 10% of annualized Contract Value.

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

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

b) Bidders to confirm that in the event of award of Contract, bidder will submit **Performance Security Deposit @ 10% of annualized contract price and this will not earn any interest.**

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

DGM-CONTRACTS  
CONTRACTS DEPARTMENT  
OIL INDIA LIMITED  
Duliajan – 786602, Assam.

All bidders shall deposit the requisite **BID SECURITY in the form of Demand Draft/Banker's Cheque/Bank Guarantee** (In case of BG, the same should be valid for minimum 150 days from the date of opening of Technical Bid) from a **Nationalised Bank / Scheduled Bank in favour of M/s Oil India Limited and payable at DULIAJAN** or it can be paid through the online payment Gateway against this Tender. This BID SECURITY shall be refunded to all unsuccessful bidders, but is liable to be forfeited in full or part, at Company's discretion, as per Clause No. 6(a), 14, 15 & 16 below. **Bids without BID SECURITY in the manner specified above will be summarily rejected.**

**Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):**

	<b>Bank Details of Beneficiary</b>	
<b>a</b>	Bank Name	STAE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Banker Account No.	10494832599
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	SBIN0002053
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479
<b>i</b>	Contact No.	9435554859
<b>j</b>	Contact Person Name	Mr.K.L.K.Banik,AGM
<b>k</b>	Fax No.	0374-2802729
<b>l</b>	Email Id	<a href="mailto:sbi.02053@sbi.co.in">sbi.02053@sbi.co.in</a>

2.0 (b) Exemption from submission of Bid Security:

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

**3.0 Bid should be submitted online up to 11:00 AM (IST) (OIL's e-procurement Portal Server Time) on the date as mentioned and will be opened on the same**

**day at 02:00 PM (IST) at Office of the DGM-Contracts in presence of authorized representative of the bidder.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.0 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security shall be forfeited and the party will be debarred for a period of 02 (Two) years from the date of withdrawal of bid.

14.0 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or Performance Security is not submitted as per terms of the Contract within the stipulated time, Bid Security shall be forfeited and the bidder shall be debarred for 02 (Two) years from the date of default.

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

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

**Forwarding Letter.**

**Instruction to Bidders**

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

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

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

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

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

**Not Applicable for this IFB.**

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

**Integrity Pact**-Applicable for this IFB

**Proforma and Annexures**

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

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



(Note: Shri Rajiv Mathur, IPS (Retd.), Former Director, IB, Govt. of India, E-Mail ID: rajivmathur23@gmail.com and Shri Satyananda Mishra, IAS (Retd.), Former Chief Information Commissioner of India & Ex-Secretary, DOPT, Govt. of India, E-Mail ID: satyanandamishra@hotmail.com have been appointed as Independent External Monitors).

**SPECIAL NOTE:****GUIDELINES FOR PARTICIPATING IN OIL'S E-PROCUREMENT:**

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

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

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

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



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

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

1.

Select RFx and Auction Tab

The screenshot shows the SRM QAS Portal interface. The left sidebar contains a 'Detailed Navigation' menu with 'RFx and Auctions' selected. The main content area displays 'Active Queries' for 'eRFxs' and 'eAuctions'. Under 'eRFxs - All', there is a search section with 'Event Number' set to 'SK11043P11'. Below this is a table of results. The first row shows the event details. The 'Apply' button is located below the search filters.

Event Number	Event Description	Event Type	Event Status	Start Date	End Date	Response Number	Response Status	Event Version	Response Version
SK11043P11	FORMATION DISPOSAL WATER PUMP-16 NOS	Open - Composite	Published		24.05.2011	60002479	Submitted	2	

Please enter the IFB No. here & Click Apply Tab

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

The screenshot displays the 'Display RfX' page in a web browser. The page header shows 'RfX - Oil India Ltd - SRM QAS Portal - Windows Internet Explorer'. The main content area is titled 'Display RfX' and includes a navigation bar with 'Verify Signature of RfX', 'Print Preview', 'Close', 'Register', and 'Export'. Below this, a summary bar provides key details: RfX Number (SDG7155P13), RfX Name (Old RfX Open Composite Bid 1BOT), RfX Status (Published), RfX Start Date, Submission Deadline (12.04.2013 11:00:00 INDIA), and Remaining Time (10 Days 19:25:10). The 'RfX Information' tab is selected, showing various parameters and conditions. The 'Partners and Delivery Information' section is expanded, showing a table with columns for Function, Number, Name, and Phone Number. The table lists details for Requester, Goods Recipient, Ship-To Address, and Location, all associated with 'Assam- Services' and the phone number 2800414.

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

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

**DGM-CONTRACTS**

-----END OF FORWARDING LETTER-----

**INSTRUCTIONS TO BIDDERS (ITB)**

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

**2.0 BIDDING DOCUMENTS**

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

- a) A forwarding letter highlighting the following points
  - i) Company's IFB No.
  - ii) Bid closing date and time
  - iii) Bid opening date, time and place
  - iv) Bid submission place
  - v) Bid opening place
  - vi) The amount of Bid Security
  - vii) The amount of Performance Guarantee
  - viii) Quantum of liquidated damages for default in timely mobilizations
- b) Instructions to Bidders
- c) General Conditions of Contract (**Part-I**)
- d) Schedule of Work, Unit, Quantities, Rates and Prices (**Part- II-SOQ**)
- e) Special Conditions of Contract (**Part-III-SCC**)
- f) Schedule of company's Plants, Materials and Equipments-( **Part-IV**)-  
**[NOT APPLICABLE FOR THIS TENDER]**
- g) Safety Measures (**Part-V-SM**)
- h) Integrity Pact
- i) Price Bid Format
- j) BRC / BEC
- k) (**Proforma & Annexures**).

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

**3.0 TRANSFERABILITY OF BID DOCUMENTS:**

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

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

**4.0 AMENDMENT OF BIDDING DOCUMENTS:**

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

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

**5.0 PREPARATION OF BIDS**

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

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

**6.0 BID FORM:**

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

**7.0 BID PRICE:**

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

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

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

Click on this tab to upload Price Bid

http://srmqas.oilindia.in:50100/?NavigationTarget=navurl%3A%2F%2F16cb7319f187c9019012dce0f9b487 - Windows Internet Explorer

Response | History | Back | Forward

**Edit RFX Response:**

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

RFX Response Number: 60005122 | RFX Number: 577 | Status: Saved | Submission Deadline: 06.03.2013 00:00:00 INDIA | Opening Date: 06.03.2013 00:00:00 INDIA | Remaining Time: 0 Days 03:19:10  
RFX Owner: WSRM\_SUMIT | Total Value: 0.00 INR | RFX Response Version Number: Active Version | RFX Version Number: 2

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

Basic Data | Questions

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

Page: 9 of 9 | Words: 1 | English (India) | 100% | 20:51 | 05-03-2013

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

Bidders can insert comments here

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

RFx and Auctions | History | Back | Forward

**Display RFx Response:**

Edit | Print Preview | Check | Close | Verify signature of Response | Sign Response

RFx Response Number 60006427 RFx Number [redacted] Status Saved Submission Deadline 28.03.2013 11:00:00 INDIA  
 Opening Date 07.03.2009 14:00:00 INDIA Remaining Time 2 Days 01:41:02 RFx Owner [redacted] Total Value 0.00 INR  
 RFx Response Version Number Active Version RFx Version Number 6

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

**Notes**

Add | Clear Filter Settings

Assigned To	Category	Text Preview
Document Header	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]
[redacted]	Bid Invitation/Auction Text	[redacted]

**Attachments**

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

Assigned To	Category	Description	File Name	Version	Processor	Checked Out	Type	Size (KB)	Changed by	Changed on
Document Header	Standard Attachment	PRICE BID	PRICE BIDDING FORMAT [redacted].xls	1		<input type="checkbox"/>	xls	32	[redacted]	03.03.2013

Create | Assign | Delete

Collaboration Room Created on

1

2

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

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

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

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

http://srmqas.oilindia.in:50100/?NavigationTarget=navurl%3A%2F%2F80326e6426f1118277dff1a4a137f7 - Windows Internet Explorer

Tech. Responses

**Collaboration on the Web**

Home Refresh Search Favorites Settings Help Logout

**Folder Tech\_Bid** [Help](#)

Current Path: Collaboration > ... > ... > [V200211](#) > Tech\_Bid

**Folder**

To save any changes made, click Save.

Name

Subscribe ☐

Authorization

[Save](#) [Notifications](#) [Additional Functions](#) [Cancel](#)

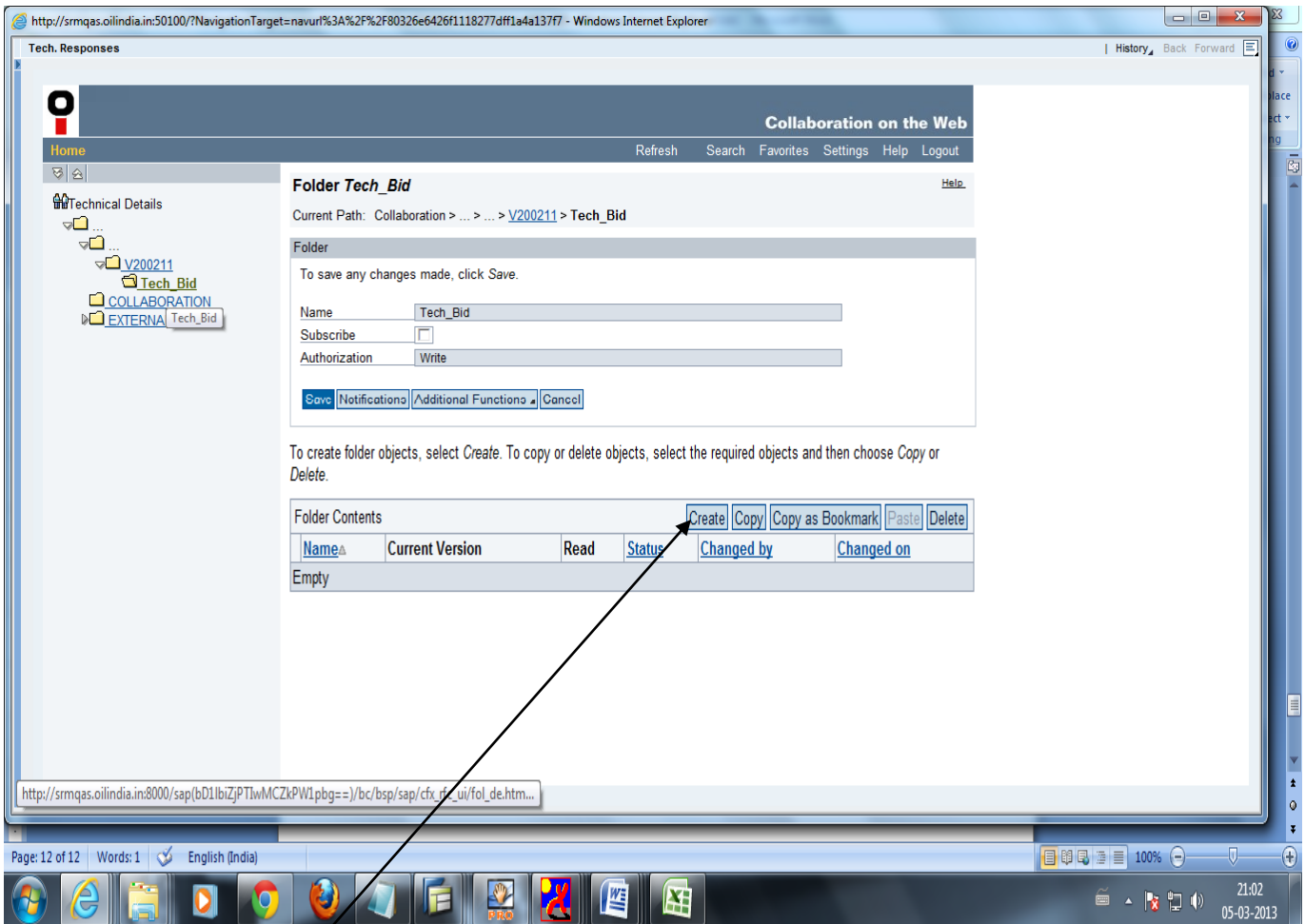
To create folder objects, select Create. To copy or delete objects, select the required objects and then choose Copy or Delete.

**Folder Contents** [Create](#) [Copy](#) [Copy as Bookmark](#) [Paste](#) [Delete](#)

Name	Current Version	Read	Status	Changed by	Changed on
Empty					

http://srmqas.oilindia.in:8000/sap(bD1biZjPTJwMCZkPWlpbg=)/bc/bsp/sap/cfx\_rfc\_ui/fol\_de.htm...





Click on button **Create** to create and upload new document.

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

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

8.1 These are as per BEC/BRC

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

9.1 Bids shall remain valid for 120 (One Hundred & Twenty) days from the date of bid opening.

9.2 In exceptional circumstances, the OIL may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be

made in writing (or by Fax). A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid.

**10.0 FORMAT AND SIGNING OF BID:**

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

**11.0 SUBMISSION OF BIDS.**

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

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

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

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

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

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

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

**12.0 DEADLINE FOR SUBMISSION OF BIDS:**

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

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

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

**13.0 LATE BIDS:**

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

**14.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

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

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

14.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

**15.0 EXTENSION OF BID SUBMISSION DATE:**

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

**16.0 BID OPENING AND EVALUATION:**

16.1 OIL shall open the Bids, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Letter. However, an authorization letter (as per Proforma-II) from the bidder must be produced by the Bidder's representative at the time of bid opening. Unless this Letter is presented, the representative will not be allowed to attend the bid opening. The Bidder's representatives who are allowed to attend the bid opening shall sign a register evidencing their attendance. Only one representative against each bid will be allowed to attend. **In technical bid opening date, only Technical RFx will be allowed to open by the system.** Bidders therefore should ensure that techno-Commercial bid is uploaded under the **Technical RFx** Tab Page only **and no price should be mentioned anywhere under the Technical RFx.**

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

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

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

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

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

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

determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

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

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

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

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

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

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

### **18.0 CONTACTING THE COMPANY:**

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

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

### **19.0 AWARD CRITERIA:**

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

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

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

**21.0 NOTIFICATION OF AWARD:**

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

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

**22.0 SIGNING OF CONTRACT:**

22.1 At the same time as OIL notifies the successful Bidder that its Bid has been accepted, OIL will either call the successful bidder for signing of the agreement or send the Contract Form provided in the Bidding Documents, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties.

22.2 Within 02 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder shall sign and date the contract and return it to OIL. Till the contract is signed, the LOA issued to the successful bidder shall remain binding amongst the two parties.

22.3 In the event of failure on the part of the successful bidder to sign the contract within the period specified above or any other time period specified by OIL. OIL reserves the right to terminate the LOA issued to the successful bidder. The party shall also be debarred for a period of 02 (Two) years from the date of default.

**23.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENTS:**

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

**24.0 BID DOCUMENT:**

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

**25.0 Mobilization Period:** 04 (Four) Weeks from the date of issue of LOA.

-----**END OF ITB**-----

**A. BID EVALUATION CRITERIA (BEC):****1.0. Financial Criteria:**

- 1.1 Annual Financial Turnover of the bidder in any of preceding three financial/accounting years from the original bid closing date should be at least Rs. 12,98,300.00 (Rupees Twelve Lakh Ninety Eight Thousand Three Hundred) only
- 1.2 Net worth of the bidder should be Positive for the preceding financial / accounting year.
- 1.3 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'The balance sheet/Financial Statements for the financial year.....(as the case may be) has actually not been audited so far'.

**Note to Clause No.1.0:** For proof of Annual Turnover & Net worth, copies of any one of the following documents must be submitted along with the bid:-

- (i) A certificate issued by a practicing Chartered/Cost Accountant(with Membership Number and Firm Registration Number), certifying the Annual Turnover & Net worth as per format prescribed in ANNEXURE-AA

OR

- (ii) Audited Balance Sheet along with Profit & Loss account.

**2.0 Technical Criteria:** Bidder must have relevant experience in carrying out “**Similar nature of jobs**” with PSU/Central Govt./ State Govt. Organisation/Public Limited Company and successfully completed one similar work costing not less than the amount equal to Rs.12,98,300.00 (Rupees Twelve Lakh Ninety Eight Thousand Three Hundred) only in last 7 (seven) years from the original bid closing date.

**"Similar nature of job"** means, all the jobs mentioned as follows:

- (i) Bidders must have relevant experience in carrying out maintenance of packaged type air conditioners of minimum 5TR capacity; and
- (ii) Bidders must have experience in maintenance of Window/Split air conditioners of minimum 1.5 TR capacity; and
- (iii) Bidders should have expertise of maintenance and repairing of air conditioners of any of the following manufacturers:
  - a) Carrier
  - b) Trane
  - c) Voltas
  - d) Feeders Lloyd
  - e) LG
  - f) Blue Star or any equivalent make



**Note to Clause No.2.0:** For proof of requisite experience of **“Similar Nature of jobs”**, copies of following documents must be submitted along with the bid:

- (i) Contract document/Work order showing details of jobs.

AND

- (ii) Completion Certificate issued by PSUs/ Central Govt. / State Govt. Organization/ Public Limited Company showing:
  - (a) Gross value of job done,
  - (b) Nature of job done
  - (c) Contract period /Contract start and completion date.

**3.0** If the prospective bidder is executing **“Similar Nature of jobs”**, which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted **‘Satisfactory Work Execution Certificate’** issued by end user.

**4.0** A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.

**5.0** Prices as given in the Price bid Format shall be evaluated in respect of only the techno-commercially acceptable bidders whose bids are found to be substantially responsive to the terms and conditions of the Tender.

**6.0** To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for all the items of Part- II(i.e. Schedule of Works, Units, Quantity, rates) inclusive of all liabilities including statutory liabilities but excluding Service Tax as per Price Bid Format of the tender.

**7.0** In case of identical lowest offer by more than 1(One) bidder, the selection will be made by draw of lot amongst the L-1 bidders offering the same lowest amount.

**8.0** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.

**B. BID REJECTION CRITERIA (BRC):**

**1.** The bids are to be submitted in single stage two bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

**2.** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.

**3.** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected except those are exempted.

**4.** Bidders must quote clearly and strictly in accordance with the Price Bid Format of the bidding document; otherwise the bid will be summarily rejected. The Bids in which the rates for any part of the service are not quoted shall be rejected. However, if no charge is involved for any of the item, Zero (0) should be entered in place of ‘Unit Price’ against such part of service.

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

6. Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.

7. Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.

8. Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.

9. Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:

- (i) Firm price
- (ii) EMD / Bid Bond
- (iii) Period of validity of Bid
- (iv) Price Schedule
- (v) Performance Bank Guarantee / Security deposit
- (vi) Delivery / Completion Schedule
- (vii) Scope of work
- (viii) Guarantee of material / work
- (ix) Liquidated Damages clause
- (x) Tax liabilities
- (xi) Arbitration / Resolution of Dispute Clause
- (xii) Force Majeure
- (xiii) Applicable Laws
- (xiv) Specifications
- (xv) Integrity Pact

10. Bid validity should be **120 (One hundred Twenty) days from the date of Bid opening**. Bid received with validity of offer less than 120 days from the date of Bid opening will be rejected.

### **C. GENERAL:**

1. Bidders should provide copies of the following:

- (i) Service Tax Registration Certificate,
- (ii) PAN Card,
- (iii) Bank A/C NO, Bank Address, with IFSC Code,
- (iv) Vendor Code (for existing vendors),
- (v) VAT registration Certificate,
- (vi) P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)

2. In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised

by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

**3.** To ascertain the substantial responsiveness of the bid the Company reserves the right to ask the bidder for clarification in respect of clauses covered under BEC/BRC also and such clarifications fulfilling the BEC/BRC clauses in toto must be received or before the deadline given by the company, failing which the offer will be evaluated based on the submission. However, mere submission of such clarification shall not make the offer responsive, unless company is satisfied with the substantial responsiveness of the offer.

**4.** If any of the clauses in the BEC-BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BEC-BRC shall prevail.

**5.** Bidder(s) must note that requisite information(s)/financial values etc. as required in the BEC/BRC & Tender are clearly understandable from the supporting documents submitted by the Bidder(s); otherwise Bids shall be rejected.

**6.** OIL will not be responsible for delay, loss or non-receipt of applications for participating in the bid sent by mail and will not entertain any correspondence in this regard.

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

**ANNEXURE-AA:**

**CERTIFICATE OF ANNUAL TURNOVER & NETWORTH**

(To be issued by practicing Chartered/Cost Accountant Firm on their Letter Head)

**TO WHOM IT MAY CONCERN**

This is to certify that the following financial positions extracted from the audited financial statement of M/s\_\_\_\_\_ (Name of the bidder) for the last three(3) completed accounting years up to\_\_\_\_\_ (as the case may be) are correct.

YEAR	TURNOVER(₹)	NETWORTH(₹)

Place:

Date:

Seal:

Membership Code and Registration No.

Signature

-----**END OF BEC-BRC**-----

Sl. No.	Clause no. of Tender Document/ BRC/BEC	Description	Bidders Remarks Complied/ Not complied/ Deviation	Bidder to indicate relevant page no. of their bid to support the remarks/ compliance along with documentary evidence
1	A.(1.0)	<p><b>1.0. Financial Criteria:</b></p> <p>1.1 Annual Financial Turnover of the bidder in any of preceding three financial/accounting years from the original bid closing date should be at least ₹12,98,300.00 (Rupees Twelve Lakh Ninety Eight Thousand Three Hundred) only</p> <p>1.2 Net worth of the bidder should be Positive for the preceding financial / accounting year.</p> <p>1.3 Considering the time required for preparation of Financial Statements, if the last date of preceding financial / accounting year falls within the preceding six months reckoned from the original bid closing date and the Financial Statements of the preceding financial / accounting year are not available with the bidder, then the financial turnover of the previous three financial/accounting years excluding the preceding financial/accounting year will be considered. In such cases, the Net worth of the previous financial / accounting year excluding the preceding financial / accounting year will be considered. However, the bidder has to submit an affidavit/undertaking certifying that 'The balance sheet/Financial Statements for the financial year.....(as the case may be) has actually not been audited so far'.</p> <p><b>Note to Clause No.1.0:</b> For proof of Annual Turnover &amp; Net worth, copies of any one of the following documents must be submitted along with the bid:-</p> <p>(i) A certificate issued by a practicing Chartered/Cost Accountant(with Membership Number and Firm Registration Number), certifying the Annual Turnover &amp; Net worth as per format prescribed in ANNEXURE-AA</p> <p>OR</p> <p>Audited Balance Sheet along with Profit &amp; Loss account</p>		
2	A(2.0)	<b>TECHNICAL REQUIREMENT OF THE BIDDERS:</b>		

		<p><b>2.0 Technical Criteria:</b> Bidder must have relevant experience in carrying out “<b>Similar nature of jobs</b>” with PSU/Central Govt./ State Govt. Organisation/Public Limited Company and successfully completed one similar work costing not less than the amount equal to ₹12,98,300.00 (Rupees Twelve Lakh Ninety Eight Thousand Three Hundred) only in last 7 (seven) years from the original bid closing date.</p> <p><b>"Similar nature of job"</b> means, <u>all the jobs mentioned as follows:</u></p> <ul style="list-style-type: none"> <li>(i) Bidders must have relevant experience in carrying out maintenance of packaged type air conditioners of minimum 5TR capacity; and</li> <li>(ii) Bidders must have experience in maintenance of Window/Split air conditioners of minimum 1.5 TR capacity; and</li> <li>(iii) Bidders should have expertise of maintenance and repairing of air conditioners of any of the following manufacturers: <ul style="list-style-type: none"> <li>a) Carrier</li> <li>b) Trane</li> <li>c) Voltas</li> <li>d) Feeders Lloyd</li> <li>e) LG</li> <li>f) Blue Star or any equivalent make</li> </ul> </li> </ul> <p><b>Note to Clause No.2.0:</b> For proof of requisite experience of “<b>Similar Nature of jobs</b>”, copies of following documents must be submitted along with the bid:</p> <ul style="list-style-type: none"> <li>(i) Contract document/Work order showing details of jobs.</li> </ul> <p style="text-align: center;">AND</p> <p>Completion Certificate issued by PSUs/ Central Govt. / State Govt. Organization/ Public Limited Company showing:</p> <ul style="list-style-type: none"> <li>(a) Gross value of job done,</li> <li>(b) Nature of job done</li> <li>(c) Contract period /Contract start and completion date.</li> </ul>		
3	A(3.0)	<p>If the prospective bidder is executing “<b>Similar Nature of jobs</b>”, which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted ‘<b>Satisfactory Work Execution Certificate</b>’ issued by end user.</p>		
4	B(9)	<p>Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:</p>		

		(i) Firm price (ii) EMD / Bid Bond (iii) Period of validity of Bid (iv) Price Schedule (v) Performance Bank Guarantee / Security deposit (vi) Delivery / Completion Schedule (vii) Scope of work (viii) Guarantee of material / work (ix) Liquidated Damages clause (x) Tax liabilities (xi) Arbitration / Resolution of Dispute Clause (xii) Force Majeure (xiii) Applicable Laws (xiv) Specifications (xv) Integrity Pact		
5	B(10)	Bid validity should be <b><u>120(One hundred Twenty) days from the date of Bid opening.</u></b> Bid received with <u>validity of offer less than 120 days</u> from the date of Bid opening will be rejected.		
6	C(1)	Bidders should provide copies of the following: (i) Service Tax Registration Certificate, (ii) PAN Card, (iii) Bank A/C NO, Bank Address, with IFSC Code, (iv) Vendor Code (for existing vendors), (v) VAT registration Certificate, (vi) P.F. Registration Number OR Declaration (Declaration by applicant that provisions of Provident Fund Act are not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder (Applicant). In case successful bidder doesn't have P.F. Code at the time of bidding and PF Act is applicable on him/her, the same has to be provided by him/her before signing of contract agreement and issue of Work Order by OIL.)		

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

**DESCRIPTION OF WORK/SERVICES:**

**Hiring of services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years.**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**WITNESSETH:**

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

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

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

2. The contractor shall provide all labour, supervision and transport and such specified materials described in part-II of the Contract including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include for these. The work executed and materials supplied shall be to the satisfaction of the Company's Engineer and Contractor's rates shall include for all



incidental and contingent work which although not specifically mentioned in this contract are necessary for its completion in a sound and workman like manner.

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

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

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

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

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

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

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

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

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

- i) The Mines Act.
- ii) The Minimum Wages Act, 1948.
- iii) The Workman's Compensation Act, 1923.
- iv) The Payment of wages Act, 1963.

- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act, 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

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

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

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

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

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

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

9. In order to promote, safeguard and facilitate the general operational economic in the interest of the Company during the continuance of this contract the Contractor hereby agrees and undertakes not to take any direct or indirect interest and or support, assist, maintain or help any person or persons engaged in antisocial activities,

demonstration, riots , or in any agitation prejudicial to the Company's interest and any such even taking shape or form at any place of the Company's works or and its neighborhood.

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

On account payment may be made, not oftener than monthly, up to the amount of 100% of the value of work done. Final payment will be made only after satisfactory completion of the work. Such final payment shall be based on the work actually done allowing for deviations and any deductions and the measurement shall be checked and certified correct by the Company's Engineer before any such final payment is made.

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

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

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

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

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

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

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

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

**19. GENERAL OBLIGATIONS OF COMPANY:**

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

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

**20. Special Conditions**

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

**21. FORCE MAJEURE:**

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

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

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

## **22. TERMINATION:**

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

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

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

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

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

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

22.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any

cost or damage to the Contractor except for payment for services as per the Contract upto the date of termination including the De-mob cost, if any.

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

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

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

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

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

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

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

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendent-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

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



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

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

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

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

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

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

**26. Set Off Clause:**

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

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

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

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

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

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

SIGNED & DELIVERED FOR AND ON BEHALF OF

\_\_\_\_\_  
(Signature of Contractor or his/her/their  
legal Attorney)

-----  
BY THE HAND OF HIS / HER / THEIR PARTNER /  
LEGAL ATTORNEY

-----  
(Full Name of Signatory)

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

And in presence of

-----  
(Signature of witness)

-----  
(Name of Witness)

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

-----  
(Full Name of Signatory)

Address:

SIGNED & DELIVERED FOR & ON  
BEHALF OF OIL INDIA LIMITED

-----  
(Signature of Acceptor)

Designation \_\_\_\_\_

Date\_\_\_\_\_

-----**END OF GCC**-----

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

**Description of Service:**

**Hiring of services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years.**

**Part-II Schedule of Work, Unit and Quantity (SOQ):** Please do not quote here

<b>Service Line Item</b>	<b>Description of Services*</b>	<b>Quantity</b>	<b>UOM</b>
10	8TR SPLIT AC, 4NOS, S3 RIG: Annual Maintenance of Split type Air Conditioners (8 TR), Make: Mitsubishi Electric, Japan (Total 4 machines)	3	YEARS
20	8TR SPLIT AC, 4NOS, S1 RIG: Annual Maintenance of Split type Air Conditioners (8 TR), Make: Mitsubishi Electric, Japan (Total 4 machines)	3	YEARS
30	10TR AC, 2NOS, S7 RIG: Annual Maintenance of Package type Air Conditioners (10 TR), Make: Blue Star (Total 02 machines)	3	YEARS
40	17TR AC, 2NOS, S8 RIG: Annual Maintenance of Package type Air Conditioners (17 TR), Make: Carrier (Total 2 machines)	3	YEARS
50	29KW PACKAGE AC, 2NOS, S2 RIG: Annual Maintenance of Package type Air Conditioners (29 KW), Make: Environmental Cooling Systems Ltd., U.K. (Total 2 machines)	3	YEARS
60	10TR PACKAGE AC, 2NOS, S5 RIG: Annual Maintenance of Package type Air Conditioners (10 TR), Make : Carrier (Total 2 machines)	3	YEARS
70	10TR PACKAGE AC, 2NOS, S6 RIG: Annual Maintenance of Package type Air Conditioners (10 TR), Make : Carrier (Total 2 machines)	3	YEARS
80	UP TO 2TR WINDOW AC, 2NOS, S7 RIG ACPCR: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS

90	4TR SPLIT AC, 2NOS, S8 RIG ACPCR: Annual Maintenance of Split type Air Conditioners (4 TR), Make : Voltas (Total 2 machines)	3	YEARS
100	10TR PACKAGE AC, 2NOS, S4 RIG: Annual Maintenance of Package type Air Conditioners (10 TR), Make : Trane, USA (Total 2 machines)	3	YEARS
110	UP TO 2TR WINDOW AC, 2NOS, S1 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS
120	UP TO 2TR WINDOW AC, 2NOS, S2 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS
130	UP TO 2TR WINDOW AC, 2NOS, S3 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS
140	UP TO 2TR WINDOW AC, 2NOS, S4 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS
150	UP TO 2TR WINDOW AC, 2NOS, S5 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS
160	UP TO 2TR WINDOW AC, 2NOS, S6 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS
170	UP TO 2TR WINDOW AC, 2NOS, S7 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS
180	UP TO 2TR WINDOW AC, 2NOS, S8 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2	3	YEARS

	TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)		
190	UP TO 2TR WINDOW AC, 3NOS, M1 RIG: Annual Maintenance of Window/Split type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 3 machines)	3	YEARS
200	UP TO 2TR WINDOW AC, 1NO, IRA WDW RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 1 machines)	3	YEARS
210	UP TO 2TR WINDOW AC, 9NOS, HORIZONTAL: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 9 machines)	3	YEARS
220	UP TO 2TR WINDOW AC, 2NOS, S5 RIG ACPCR: Annual Maintenance of Split type Air Conditioners (1.5/2 TR), Make: Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 2 machines)	3	YEARS
230	4TR SPLIT AC, 2NOS, S1 RIG, ACPCR: Annual Maintenance of Split type Air Conditioners (4 TR), Make : Voltas (Total 2 machines)	3	YEARS
240	4TR SPLIT AC, 2NOS, S2 RIG, ACPCR: Annual Maintenance of Split type Air Conditioners (2 x 2 TR), Make : Voltas (Total 2 machines)	3	YEARS
250	4TR SPLIT AC, 2NOS, S3 RIG, ACPCR: Annual Maintenance of Split type Air Conditioners (4 TR), Make : Voltas (Total 2 machines)	3	YEARS
260	4TR SPLIT AC, 2NOS, S4 RIG, ACPCR: Annual Maintenance of Split type Air Conditioners (4 TR), Make : Voltas (Total 2 machines)	3	YEARS
270	4TR SPLIT AC, 2NOS, S6 RIG, ACPCR: Annual Maintenance of Split type Air Conditioners (4 TR), Make : Voltas (Total 2 machines)	3	YEARS
280	UP TO 2TR WINDOW AC, 3NOS, DEVIATION: Annual Maintenance of Split type Air Conditioners (1.5/2 TR),	3	YEARS

	Make: Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 3 machines)		
290	8TR PACKAGE AC, 2NOS, 1000HP RIG: Annual Maintenance of Packaged type Air Conditioners (8 TR), Make: Trane (Total 2 machines)	3	YEARS
300	UP TO 2TR WINDOW AC, 1NO, 1000HP RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 1 machine)	3	YEARS
310	7.5TR PACKAGE AC, 2NOS, M1 RIG: Annual Maintenance of Package type Air Conditioners (7.5 TR), Make : Trane (Total 2 machines)	3	YEARS
320	5.5TR PACKAGE AC, 10NOS, IRD PCR: Annual Maintenance of Packaged type Air Conditioners (5.5 TR), Make : Voltas (Total 10 machines)	3	YEARS
330	1.5TR SPLIT AC, 7NOS, CHEMICAL LABORATORY: Annual Maintenance of Window/Split type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 7 machines)	3	YEARS
340	1.5TR WINDOW AC, 9NOS, D-TS ENGR. CABIN: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 9 machines)	3	YEARS
350	1.5TR WINDOW AC, 60NOS, CISF BUNKHOUSE: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 60 machines)	3	YEARS
360	20TR PACKAGE AC, 4NOS, V1 RIG: Annual Maintenance of Packaged type Air Conditioners (20 TR), Make: Trane (Total 4 machines)	3	YEARS
370	UP TO 2TR WINDOW AC, 4NOS, V1 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 4 machines)	3	YEARS
380	20TR PACKAGE AC, 4NOS, V2 RIG: Annual	3	YEARS

	Maintenance of Packaged type Air Conditioners (20 TR), Make: Trane (Total 4 machines)		
390	UP TO 2TR WINDOW AC, 4NOS, V2 RIG: Annual Maintenance of Window type Air Conditioners (1.5 TR /2 TR), Make : Samsung, Carrier, LG, Feeder's Lloyd, Blue Star etc. (Total 4 machines)	3	YEARS

**\***For Detail Description of the Services please refer SCC (scope of work) of this ITB.

1. Bidder to quote Unit rate for a particular item as per above price bid format.
2. Bidders are requested to quote exclusive of Service Tax. Service Tax, if applicable, shall be to the Company's account. However, Service Tax portion payable directly by the Service Provider (if applicable) shall be reimbursed to the Contractor on the basis of the documentary evidence.
3. Bidder must include all liabilities including statutory liabilities in their quoted rates except Service Tax.
4. To ascertain the inter-se-ranking, comparison of the responsive bids will be made on the GRAND TOTAL Value of the bid as per the Price Bid Format. Purchase preference to MSE's as per BEC Clause No. 9.0 will be provided.
5. Mobilisation Period: 04 (Four) Weeks from the date of issue of LOA.
6. Tenure of Agreement: 03 (Three) Years
7. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made as per actual.

-----**END OF SOQ**-----

**PART-III: SPECIAL CONDITIONS OF CONTRACT**

**OBJECTIVE:** Hiring of services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years.

**1.0 SCOPE OF WORK:**

1.1 Comprehensive maintenance of Air-conditioners includes maintenance as well as supply of defective spare parts like control transformers, thermostats, capacitors, overload protectors, relays, contactors, timers, 3/4- core wires, control wires, TBs, MCBs, plugs and sockets (metal clad/ surface mounted), indication bulbs, lugs, remote control units, filters, electronic cards, belts, pulleys, rubber components, nut-bolts, screws, copper tubes, insulated foams, thermocol, HP/LP switches, worn-out fan motors/impellers/blowers, compressors, expansion valves/capillaries, strainers, solenoid valves, condenser coils, evaporator coils and gas charging, painting etc. wherever necessary.

**1.2.** On site comprehensive maintenance contract of rig Air conditioners of different makes and capacities in drilling locations. Comprehensive maintenance means inclusive of supply and replacement of all defective parts, consumables including gas charging and following maintenance i.e. Half yearly maintenance and Breakdown maintenance.

**A) HALF YEARLY MAINTENANCE:**

Half yearly (02 times in a year) comprehensive maintenance to be carried out for each machine as per the jobs mentioned in ANNEXURE-A and a maintenance report in prescribed format enclosed in ANNEXURE-A shall be submitted after completion of job.

The following minimum jobs shall be carried out in each machine during half yearly comprehensive maintenance.

- Cleaning of all the components, inlet outlet ducts etc. of the Air Conditioners.
- Refrigerant piping shall be checked for sign of leaks and rectify if required.
- Motors, compressors and other drives shall be checked for undue vibration and rectify.
- Air filters shall be replaced / cleaned.
- Evaporator coils shall be cleaned.
- Condensate drain shall be checked for any clogging.
- Blower & motor pulleys shall be checked thoroughly.
- Maintenance of condenser assembly shall be done as listed in Table-1 in Annexure A.
- Maintenance of starters shall be done as per Table-1 in ANNEXURE-A.
- Operation of HP/LP switches and rectify if necessary.



- Any other job as recommended by O&M Manual of a particular machine.
- Any other job which have not been specified either in the contract or in the manual but required for smooth & trouble free operation /performance of a machine shall be attended.
- Painting of the air conditioner frames, mountings, panels etc.

**B) BREAKDOWN MAINTENANCE:**

- Any numbers of breakdown reports/ calls have to be attended at site.
- The air conditioner will be checked for its proper performance /functioning and if any defect is found, the same shall be replaced/ repaired with components of same capacity, make and type.
- If different make/ types of components are to be used then prior permission from OIL's Engineer in charge should be obtained in writing.
- For each breakdown report, job completion certificate shall have to be submitted to OIL's Engineer in-charge as per ANNEXURE-B.
- No modification will be allowed in the cooling circuit and electrical circuit.
- Frequent break down /poor performance of the machine shall be analyzed by qualified /expert /competent engineer.

**2.0 MANPOWER:**

**2.1.** The manpower engaged by the contractor should have full knowledge of various makes, types of Air Conditioning systems/ components used in OIL Rigs equipment like power control room etc.

**2.2.** Contractor shall obtain OIL's approval of technical personnel engaged before deployment in this contract.

**2.3.** Bio-data of all the personnel must be submitted before 15 days from the date of deployment for approval.

**2.4.** Extra helper if required shall have to be engaged by the contractor.

**2.5.** If any of the manpower as per the following table is absent for more than three (3) consecutive days, the contractor shall have to arrange for replacement otherwise penalty will be applicable as per 12.4.

**2.6.** Contractor shall engage the manpower as per the following list (Table-1) and the persons listed should always be available for attending break down & periodic maintenance jobs.

**Table: 1**

Sl. No.	Designation	Qualification	Experience	Quantity
1.	Supervisor	Diploma in Mechanical or Electrical Engineering with additional certificate from a recognized Institute for Refrigeration and Air Conditioning / ITI in Air Conditioning and Refrigeration trade	Minimum 02 (Two) years for Diploma certificate holder and minimum 04 (four) years for ITI certificate holder in repair and maintenance of air conditioners	01 (One)
2.	Technician (Air Conditioning)	ITI in Air Conditioning and Refrigeration trade	Minimum 02 (two) years in repair and maintenance of air conditioners	01 (one)
3.	Technician (Electrical)	ITI in Electrical trade and having valid workman permit (with Parts I and II) issued by the State Licensing Board, Govt. of Assam	Minimum 02(two) years in relevant fields	01(one)
4.	Helper	NA	NA	Minimum 01(one)

**2.7** Qualified refrigeration and air conditioning engineer for trouble shooting and system study shall have to be arranged by the contractor as and when required from time to time for smooth and uninterrupted service during the operation of the contract.

**2.8** PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL as per ANNEXURE-D shall have to be submitted by all contractor personnel engaged in the contract along with the bio data for OIL's approval.

### **3.0 TRANSPORTATION:**

Maintenance services shall have to be provided at various drilling sites within the states of Assam and Arunachal Pradesh.

3.1 Transportation to and from various drilling sites (average distance is about 120km) for contractor's crew and materials shall be in the scope of the Contractor.

3.2 Loading and unloading of materials/ machines shall be in the scope of the contractor.

### **4.0 TOOLS AND TACKLES:**

**4.1** All tools and tackles shall be of standard make and must conform to BIS or relevant standard and shall be in the scope of the contractor.

**4.2** Whenever OIL inspector / Engineer wishes to inspect, contractor shall produce the tools and tackles for inspection. Tools must be replaced suitably whenever found defective.

**4.3** Contractor should keep the following minimum tools and instruments (Table-2) in good working condition during the contract period. Any special tools, instruments required for trouble shooting and repair/maintenance of the air conditioners shall have to be arranged by the contractor.

**Table: 2**

Sl. No.	Name of Tools / Instruments
1.	High Pressure Gauge
2.	Low Pressure Gauge
3.	Gas Charging Pipe
4.	Vacuum Pump
5.	Leak Detector Unit
6.	Brazing Torch with Butane Gas Can
7.	Digital Multi meter
8.	Insulation Tester
9.	Digital Clamp Tester
10.	Temperature Meter
11.	Standard tool kit (with different sizes of tools)
12.	Soldering and De-soldering Unit
13.	Cable Crimping tool, 1.5mm <sup>2</sup> to 10mm <sup>2</sup>
14.	First Aid Box
15.	Refrigerant Gas Cylinder
16.	Nitrogen Gas Cylinder
17.	Portable welding set with accessories
18.	Any other equipment /tools/ instruments required for maintenance

## **5.0 PERSONAL PROTECTIVE EQUIPMENT (PPE):**

**5.1.** Contractor shall have to provide all safety gadgets to his work-persons. The condition of all PPE and other safety gadgets provided by the contractor to his work persons shall be in proper/ good condition.

**5.2.** Safe and proper working procedure shall be followed while carrying out jobs to ensure safety of equipment and personnel.

**5.3.** Contractor shall ensure compliance of all safety and statutory rules & regulations.

**5.4.** The contractor's personnel while on duty/ work must use the following minimum personal protective equipment (Table-3).

**Table: 3**

Sl. No.	Item (PPE)
1.	Safety Shoes
2.	Safety Helmet
3.	Safety Goggles
4.	Safety Hand Gloves
5.	Overall (dungaree)

**6.0 SPARES:**

**6.1.** The contractor shall have to provide all spares and consumables required for maintenance and repairing of Air-Conditioners. All spares shall be brand new having same capacity, same make and type whenever replacement is done while carrying out the necessary maintenance jobs.

**6.2.** The spares mentioned in Table-4 below, have been categorized as mandatory high value spares and the estimated maximum quantity of these high value spares shall be kept/stocked at site for breakdown/ routine maintenance of the Air-Conditioners during the contract period of 3 (three) years.

**Table-4:**

Service line item no. (as per SOQ-Part-II)	Name of high value items	Unit	Maximum quantity required for 03 (three) years contract period
10 & 20	Compressor for 2 x 4TR Air Conditioner, Make-Mitsubishi Electric, Japan	NO	1
	Motor for fan	NO	1
	Condenser coil/ evaporator coil	NO	0
30,60 &70	5.5TR Compressor for 10TR Air Conditioner, make-Blue Star, carrier	NO	3
	Condenser coil/ evaporator coil	NO	1
	Motor for fan	NO	1
40,360 & 380	10TR Compressor for 17TR & 20TR Air Conditioner, Make-Danfoss, Trane etc.	NO	6
	Condenser coil/evaporator coil	NO	3
	Motor for Fan	NO	3
50	Compressor for 29 KW Air Conditioner, Make-Environmental Cooling Systems Ltd. U.K.	NO	1
	Condenser coil/ evaporator coil	NO	0
	Motor for fan	NO	1
90,230,240,250, 260 & 270	Compressor for 4TR Air Conditioner, Make-Voltas SPLIT type	NO	6
	Condenser coil/ evaporator coil	NO	3

	Motor for fan	NO	4
100	10TR Compressor for 10TR Air Conditioner, Make-Trane,USA	NO	1
	Condenser coil/ evaporator coil	NO	0
	Motor for fan	NO	1
80,110,120,130,140,150,160,170,180,190,200, 210,220,280,300, 330,340,350,370 & 390	Compressor for 1.5/2TR Air Conditioner	NO	12
	Condenser coil/ evaporator coil	NO	6
	Motor for fan	NO	33
290 & 310	Compressor for 8/7.5TR Air Conditioner, Make-Trane, USA	NO	1
	Condenser coil/ evaporator coil	NO	0
	Motor for fan	NO	2
320	Compressor for 5.5TR Air Conditioner, make-Voltas Packaged type	NO	1
	Condenser coil/ evaporator coil	NO	1
	Motor for fan	NO	2

Note: At the end of the contract period the unused mandatory spares listed in Table-4 above, shall be handed over to OIL.

**6.3** Should additional requirement (quantity more than specified above Table-4) arise for any high value spares during execution of contract, OIL shall make additional payment to the contractor on actual against additional categorized high value spares.

- If different capacity/make/ types of high value spares are to be used for any technical reasons then prior permission from OIL's Engineer in charge should be obtained in writing.
- In case of motors, if new motor of same dimension is not available in the market and also mounting of the motor becomes a problem, repair may be considered. However, permission from OIL's Engineer in charge should be obtained in writing for doing so.
- Supply of all other spares and consumables irrespective of their value, which do not appear in the above list (Table-4), shall be in the scope of the contractor and quantity shall be as per actual requirement and there shall be no maximum limit. Contractor shall quote for comprehensive maintenance Contract taking the above into consideration.

**6.4** Contractor shall have to maintain sufficient stock of essential spares/ consumables of superior quality in his site store at Duliajan for replacement of defective/ worn out parts expeditiously.

**6.5** Any spares/consumables including repairs etc. which may required for servicing/up-keeping /maintenance and have not been specified in the scope of work shall be in the scope of the contractor at no extra cost to OIL.

**6.6** Supply /replacement of critical spares like compressors; fan motor etc. should be accompanied by relevant documents to prove genuineness /vintage of the item.

**6.7** Contractor to study list of compressors and verify/ ensure if spares are available before award of contract to avoid any delay.

**6.8** If replacement of any defective parts is supplied by OIL (mainly high value items after exhausting the contractor quota) then those defective part shall be handed over to OIL after replacement.

### **7.0 OFFICE / WORKS / STORAGE:**

Contractor shall arrange a proper works/office cum storage facility at Duliajan (within a radius of 4km from OIL industrial area), where he can be contacted in case of requirement/ emergency (24 hours a day) with a permanent telephone number, without which the contractor will not be allowed to start the contract.

**7.1** OIL reserves the right to inspect and verify the compliance of point No. 7.0.

**7.2** Contractor shall arrange boarding and lodging for his persons. All logistics arrangements shall be in the scope of the contractor.

### **8.0 QUALITY OF WORK:**

**8.1.** Contractor shall abide by all instructions of OIL engineer and carry out standard quality jobs /works to the satisfaction of OIL Engineer.

**8.2.** OIL shall reserve the right to ask the contractor to re-do poor quality job at no extra cost to OIL.

### **9.0 GUARANTEES OF WORKS & SERVICES:**

The replacement/ repair of major equipment like compressors, fan motors, condenser coils etc. should be guaranteed for a period of one year from the date of replacement/ repair undertaken by the contractor.

### **10.0 COLLECTION/ATTENDING OF REPORT:**

**10.1.** The contractor or his representative shall visit the office of Chief Engineer Electrical (Rigs) on all working days at 7:00 AM to collect breakdown report of machines.

**10.2.** Report shall be attended on daily basis.

**11.0 BREAKDOWN:**

**11.1.** The contractor should ensure that the equipments included in the service contract are in satisfactory working condition at all times.

**11.2.** Contractor shall attend all reports within 24 Hrs.

**11.3.** Contractor shall complete minor repairs within 24 Hrs.

**11.4.** Major repairs relating to parts like Compressor, Fan Motor, and Gas charging the maximum permissible period will be 120 hours.

**11.5.** In case of delay in attending breakdown report or if the contractor fails to complete repair/ breakdown maintenance job within stipulated time period of 120 hours and restore the equipment to working condition, OIL reserves the right to carry out the same using OIL' s resources and recover the expenses from the contractor's bill.

**12.0 PENALTY:**

For unsatisfactory performance/ non-performance, delay in attending report, delay in completing breakdown report of the unit, penalty will be imposed as under:

**12.1.** More than 48 hours to 72 hours, deductions @ 0.5% per day per unit of the annual contract amount of the item.

**12.2.** More than 72 hours to 120 hours, deductions @ 1% per day per unit of the annual contract amount of the item.

**12.3.** More than 120 hours, deductions @ 3% per day per unit of the annual contract amount of the item.

**12.4.** The contractor shall not be allowed to work without the requisite manpower as mentioned under the clause 2.0.

**a)** Penalty as per clause 12.0 shall also be applicable for delay in attending report due to non-availability of adequate/proper manpower /crew and also non-compliance of safety norms.

**b)** In case the contractor is not allowed to work due to inadequate requisite manpower then OIL reserves the right to carry out the job deploying its own manpower. In turn OIL will deduct the cost from the contractor's bill on the basis of the following:

- i) Actual cost of material & spares PLUS
- ii) Manpower cost as per OIL employee wages PLUS
- iii) Supervision cost @ 20% of total of i & ii above.

**13.0 CONDITION OF AIR CONDITIONERS AT THE BEGINNING AND AT THE END OF CONTRACT:****13.1.**

- Contractor shall take over the air-conditioners “AS IS WHERE IS” basis at the beginning of the contract.
- At the end of the contract, the contractor shall hand over all air conditioners to OIL in serviced and good working condition.

**13.2.** At the end of the contract if any air conditioner is found defective, the same must be repaired and its proper performance/functioning must be ensured by the contractor, otherwise, final bill will not be processed.

**13.3.** Almost 40% of the existing Air Conditioners are more than 5 years old. Hence bidders are advised to bear this in mind and assess the situation before participation in tendering process.

**13.4.** The vintage of the Air Conditioners are as per Table-5

**Table: 5**

Item Sr.No. (as per part Schedule of this contract)	Year of purchase /Vintage
10 & 20	2000-2001
30	2004-2005
40	2011
50	1996
60,70,80,90 &100	2009
110,120,230,240,250,260,270	2008-2009
130,140,150,160,170,180,200, 220, 280,300	2003-2004
190&310	2014-2015
210	2007
290	2004
320	2014-2015
330 & 340	2013-2014
350	2015
360,370,380 & 390	2015

**14.0** Repair / replacement required arising out of damage not attributable to the contractor shall be borne by company. In such event, OIL reserves the right to pay repair charges / carry out repair by OIL / replace the unit in totality by a similar unit.

**15.0** No sub contractor / franchisees shall be allowed to be engaged in this contract.

**16.0 SAFETY AT RIG SITE:**

- The contractor shall take necessary work permits prior to starting any job from competent authority.



- The contractor shall take necessary electrical shut down before starting their job from competent authority.
- The contractor shall not operate any other equipment other than for which he has been given shutdown without permission.
- The contractor shall make sure that all electrical circuits were dead before starting a job.
- After completion of job for testing the equipment, he must ensure that no other person is working on the same circuit.
- During gas charging, the contractor must follow the standard safety guidelines, approved SOP and use personnel protective equipment required for the job.
- Supervisor shall conduct safety tool box meeting before starting any job.

**17.0 PAYMENTS:**

Payments will be made as per actual.

-----**END OF SCC**-----

**ANNEXURE - A****HALF YEARLY MAINTENANCE FOR AIR CONDITIONERS OF RIGS****Contract No.**

RIG	
LOC	

**Safety clearance record:**

Sl. No.	DESCRIPTION	Particulars
1	Sl. No. of Electrical work permit obtained	
2	Sl. No. of Cold/hot work permit obtained	
3	Job started at (Date & time)	
4	Job ended at (Date & time)	
5	Tool box meeting held (Yes/No)	

Asset / Inventory No.		Preventive Maintenance No.		
Unit No.		Due on	Job done on	Next due
Compressor Sl. Nos.	Comp. #1			
	Comp. #2			
Cond. Fan motor Sl. Nos.	Fan #1			
	Fan #2			
Evaporator fan Sl. No.				

**Table: A**

Sl. No.	Description of work	Details of work done
1	Clean the unit in general	
2	Check refrigerant piping for sign of leaks and rectify if required	
3	Check machine, compressor and other drive for undue vibration and rectify	
4	Clean/ Replace air filters	
5	Clean evaporator coil	
6	Ensure condensate drain is not clogged	
7	Check tightness of blower & motor pulleys	
8	Ensure blower wheel fins are free from dirt	
9	Ensure blower & motor bearing are greased if necessary	

10	For condenser	
	(a) Check fan operation and rectify/ replace if necessary	
	(b) Clean finned surface of condensers with air blower/ Water/ Cleaning agent	
	(c) Check the structure for sturdiness	
	(d) Check tightness of all fasteners	
	(e) Check that the unit vibration is within limits	
11	Check all starters for smooth operations	
12	Clean starter contacts and look for pitted contacts and replace if necessary	
13	Check tightness of all electrical connections and fuse links	
14	Check and ensure operation of thermostats	
15	Check O/L relays	
16	Check operation of HP/LP switch and rectify if necessary	
17	Repairing of body/ skid/ mounting if necessary	
18	Painting of the air conditioner frames, mountings, panels etc.	

**Table: B**

Sl. No.	OBSERVATIONS AND RECORD	CIRCUIT1	CIRCUIT2	REMARKS
1	Suction pressure (psi/kg)			
2	Discharge pressure (psi/kg)			
3	Volts			
4	Current details -			
	Compressor (Amps)			
	Cond. Motor (Amp)			
	Evaporator Motor (Amps)			
5	O/L Relay setting			
6	Canvass temperature			
7	Return air temperature			
8	Ambient temperature			
9	PCR temperature			

**Table: C - Any other job:**

Sl. No.	Description of work done	Work done (Yes/No)	Details of work done
1			
2			
3			
4			

**Table: D - Materials used:**

Sl. No.	Description of Used item	Used Quantity	Remarks
1			
2			
3			
4			
5			

**Table: E - Tools and Instrument used:**

Sl. No.	Remarks	Details of tools Instrument
1		
2		
3		
4		

**Table: F - Job attended by:**

Sl. No.	Name	Company	Sign
1			
2			
3			
4			

**Note:** 1) Repair/ replacement of parts/ components (major/minor) are included in the Routine Maintenance schedule.

2) Any jobs that are not indicated above, but which are essential for proper functioning of the Air conditioners shall be attended and record the same in the space provided for any other job done.

Signature of J.E. (\_\_\_\_ Rig)

Signature of Rig in-charge ( \_\_\_\_ Rig)

**ANNEXURE-B**

(To be submitted after attending breakdown job of air conditioners)

Contract No.

RIG	
LOC	

**Safety clearance record:**

Sl. No.	DESCRIPTION	Particulars
1	Sl. No. of Electrical work permit obtained	
2	Sl. No. of Cold/hot work permit obtained	
3	Job started at (Date & time)	
4	Job ended at (Date & time)	
5	Tool box meeting held (Yes/No)	

Sl. No.	AC Unit No.	Details of job Done	Defective component			Fitted component		
			Make	Capacity	Sl. No.	Make	Capacity	Sl. No.

Sl. No.	OBSERVATIONS AND RECORD	CIRCUIT1	CIRCUIT2	REMARKS
1	Suction pressure (psi/kg)			
2	Discharge pressure (psi/kg)			
3	Volts			
4	Current details -			
	Compressor (Amps)			
	Cond. Motor (Amp)			
	Evaporator Motor (Amps)			
5	O/L Relay setting			
6	Canvass temperature			
7	Return air temperature			
8	Ambient temperature			
9	PCR temperature			

Signature of J.E. (\_\_\_ Rig)

Signature Contractor's Representative

Signature of Rig in-charge ( \_\_\_ Rig)

**ANNEXURE-C****GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT:**

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

- 8.** The contractor shall submit to DGMS returns indicating Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.
- 9.** The return shall be submitted quarterly (by 10th of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.
- 10.** It will be entirely the responsibility of the Contractor/his Supervisor/representative to ensure strict adherence to all HSE measures and statutory rules during operation in OIL's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by company's Installation Manager / Safety Officer / Engineer / Official / Supervisor/Junior Engineer for safe operation.
- 11.** Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the contractor only.
- 12.** Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the contractor.
- 13.** The contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.
- 14.** The contractor has to keep a register of the persons employed by him/her. The contractor's supervisor shall take and maintain attendance of his men every day for the work, punctually.
- 15.** If the company arranges any safety class / training for the working personnel at site (company employee, contractor worker, etc) the contractor will not have any objection to any such training.
- 16.** The health check up of contractor's personnel is to be done by the contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
- 17.** To arrange daily tool box meeting and regular site safety meetings and maintain records.
- 18.** Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
- 19.** A contractor employee must, while at work, take reasonable care for the health and safety of people who are at the employee's place of work and who may be affected by the employee's act or omissions at work.

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

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

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

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

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

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

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

**27.** The contractor shall comply all the provisions/regulations as per CEA (Measures Relating to Safety and Electric Supply) Regulations, 2010 as amended from time to time.



**ANNEXURE-D**

PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL

I \_\_\_\_\_ S/o \_\_\_\_\_ having permanent residence at \_\_\_\_\_ Dist. \_\_\_\_\_ am working as \_\_\_\_\_ for carrying out the contract job under Contract No. \_\_\_\_\_ which has been awarded in favour of my employer M/s. \_\_\_\_\_ .

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s. \_\_\_\_\_

I am an employee of M/s. \_\_\_\_\_ for all practical purposes and there is no privity of Contract between OIL and me.

Signature \_\_\_\_\_

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

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

Witness:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

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

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

2. Signature \_\_\_\_\_

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

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

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

-----**END OF SCC**-----

**Technical Evaluation Sheet for Scope of Work-Tender No-CDI2780P17(Bidder to fill up this sheet)**

Sl. No.	Clause no. of Tender Document	Description	Bidders Remarks Complied/ Not complied / Deviation	Bidder to indicate relevant page no. of their bid to support the remarks/ compliance
1	Part-III/(1) (1.1)	<b>SCOPE OF WORK:</b> Comprehensive maintenance of air-conditioners includes maintenance as well as supply of defective spare parts like control transformers, thermostats, capacitors, overload protectors, relays, contactors, timers, 3/4- core wires, control wires, TBs, MCBs, plugs and sockets (metal clad/ surface mounted), indication bulbs, lugs, remote control units, filters, electronic cards, belts, pulleys, rubber components, nut-bolts, screws, copper tubes, insulated foams, thermocol, HP/LP switches, worn-out fan motors/impellers/blowers, compressors, expansion valves/capillaries, strainers, solenoid valves, condenser coils, evaporator coils and gas charging, painting etc. wherever necessary.		
2	Part-III/(1.2)	On site comprehensive maintenance contract of rig air conditioners of different makes and capacities in drilling locations. Comprehensive maintenance means inclusive of supply and replacement of all defective parts, consumables including gas charging and following maintenance i.e. Half yearly maintenance and Breakdown maintenance.		
3	Part-III/(1.2) (A)	<b>HALF YEARLY MAINTENANCE:</b> Half yearly (02 times in a year) comprehensive maintenance to be carried out for each machine as per the jobs mentioned in ANNEXURE # A and a maintenance report in prescribed format enclosed in ANNEXURE # A shall be submitted after completion of job. The following minimum jobs shall be carried out in each machine during half yearly comprehensive maintenance. # Cleaning of all the components, inlet outlet ducts etc. of the Air Conditioners. # Refrigerant piping shall be checked for sign of leaks and rectify if required. # Motors, compressors and other drives shall be checked for undue vibration and rectify. # Air filters shall be replaced / cleaned. # Evaporator coils shall be cleaned. # Condensate drain shall be checked for any clogging. # Blower & motor pulleys shall be checked thoroughly. # Maintenance of condenser assembly shall		

**Technical Evaluation Sheet for Scope of Work-Tender No-CDI2780P17(Bidder to fill up this sheet)**

		<p>be done as listed in table: 1 in Annexure A.</p> <p># Maintenance of starters shall be done as per table: 1 in Annexure A.</p> <p># Operation of HP/LP switches and rectify if necessary.</p> <p># Any other job as recommended by O&amp;M Manual of a particular machine.</p> <p># Any other job which have not been specified either in the contract or in the manual but required for smooth &amp; trouble free operation /performance of a machine shall be attended.</p> <p># Painting of the air conditioner frames, mountings, panels etc.</p>		
4	Part-III/(1.2) (B)	<p><b>BREAKDOWN MAINTENANCE:</b></p> <p># Any numbers of breakdown reports/ calls have to be attended at site.</p> <p># The air conditioner will be checked for its proper performance /functioning and if any defect is found, the same shall be replaced/ repaired with components of same capacity, make and type.</p> <p># If different make/ types of components are to be used then prior permission from OIL's Engineer in charge should be obtained in writing.</p> <p># For each breakdown report, job completion certificate shall have to be submitted to OIL's Engineer in-charge as per ANNEXURE # B.</p> <p># No modification will be allowed in the cooling circuit and electrical circuit.</p> <p># Frequent break down /poor performance of the machine shall be analyzed by qualified /expert /competent engineer.</p>		
5	Part-III/(2) (2.1)	<p><b>MANPOWER:</b></p> <p>The manpower engaged by the contractor should have full knowledge of various makes, types of Air Conditioning systems/ components used in OIL Rigs equipment like power control room etc.</p>		
6	Part-III/(2.2)	Contractor shall obtain OIL's approval of technical personnel engaged before deployment in this contract.		
7	Part-III/(2.3)	Bio-data of all the personnel must be submitted before 15 days from the date of deployment for approval.		
8	Part-III/(2.4)	Extra helper if required shall have to be engaged by the contractor.		
9	Part-III/(2.5)	If any of the manpower as per the following table is absent for more than three (3) consecutive days, the contractor shall have to arrange for replacement otherwise penalty will be applicable as per 12.4.		
10	Part-III/(2.6)	Contractor shall engage the manpower as per the following list (Table-1) and the persons		

**Technical Evaluation Sheet for Scope of Work-Tender No-CDI2780P17(Bidder to fill up this sheet)**

		listed should always be available for attending break down & periodic maintenance jobs.																	
11	Part-III/(2.6) Table:1	<table><tr><td>Sl. No</td><td>Designation</td><td>Qualification</td></tr><tr><td>1.</td><td>Supervisor</td><td>Diploma in Mechanical Engineering or additional certificate from recognized Institute Refrigeration and Conditioning / ITI in Refrigeration and Conditioning trade</td></tr><tr><td>2.</td><td>Technician (Air Conditioning)</td><td>ITI in Air Conditioning Refrigeration trade</td></tr><tr><td>3.</td><td>Technician (Electrical)</td><td>ITI in Electrical trade having valid workman card (with Parts I and II) issued by the State Licensing Board of Assam</td></tr><tr><td>4.</td><td>Helper</td><td>NA</td></tr></table>	Sl. No	Designation	Qualification	1.	Supervisor	Diploma in Mechanical Engineering or additional certificate from recognized Institute Refrigeration and Conditioning / ITI in Refrigeration and Conditioning trade	2.	Technician (Air Conditioning)	ITI in Air Conditioning Refrigeration trade	3.	Technician (Electrical)	ITI in Electrical trade having valid workman card (with Parts I and II) issued by the State Licensing Board of Assam	4.	Helper	NA		
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12	Part-III/(2.7)	Qualified refrigeration and air conditioning engineer for trouble shooting and system study shall have to be arranged by the contractor as and when required from time to time for smooth and uninterrupted service during the operation of the contract.																	
13	Part-III/(2.8)	PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL as per Annexure-D shall have to be submitted by all contractor personnel engaged in the contract along with the bio data for OIL's approval.																	
14	Part-III/(3.0)	TRANSPORTATION: Maintenance services shall have to be provided at various drilling sites within the states of Assam and Arunachal Pradesh.																	
15	Part-III/(3.1)	Transportation to and from various drilling sites (average distance is about 120km) for contractor's crew and materials shall be in the scope of the Contractor.																	
16	Part-III/(3.2)	Loading and unloading of materials/machines shall be in the scope of the contractor.																	
17	Part-III/(4.0) (4.1)	<u>TOOLS AND TACKLES:</u> All tools and tackles shall be of standard make and must conform to BIS or relevant standard and shall be in the scope of the contractor.																	
18	Part-III/(4.2)	Whenever OIL inspector/ Engineer wishes to																	

**Technical Evaluation Sheet for Scope of Work-Tender No-CDI2780P17(Bidder to fill up this sheet)**

		inspect, contractor shall produce the tools and tackles for inspection. Tools must be replaced suitably whenever found defective.																																								
19	Part-III/(4.3)	Contractor should keep the following minimum tools and instruments (Table-2) in good working condition during the contract period. Any special tools, instruments required for trouble shooting and repair/maintenance of the air conditioners shall have to be arranged by the contractor.																																								
20	Part-III/(4.3) Table:2	<table><tr><td>Sl. No.</td><td>Name of Tools / Instruments</td></tr><tr><td>1.</td><td>High Pressure Gauge</td></tr><tr><td>2.</td><td>Low Pressure Gauge</td></tr><tr><td>3.</td><td>Gas Charging Pipe</td></tr><tr><td>4.</td><td>Vacuum Pump</td></tr><tr><td>5.</td><td>Leak Detector Unit</td></tr><tr><td>6.</td><td>Brazing Torch with Butane Gas Can</td></tr><tr><td>7.</td><td>Digital Multi meter</td></tr><tr><td>8.</td><td>Insulation Tester</td></tr><tr><td>9.</td><td>Digital Clamp Tester</td></tr><tr><td>10.</td><td>Temperature Meter</td></tr><tr><td>11.</td><td>Standard tool kit (with different size)</td></tr><tr><td>12.</td><td>Soldering and De-soldering Unit</td></tr><tr><td>13.</td><td>Cable Crimping tool, 1.5mm<sup>2</sup> to 10mm<sup>2</sup></td></tr><tr><td>14.</td><td>First Aid Box</td></tr><tr><td>15.</td><td>Refrigerant Gas Cylinder</td></tr><tr><td>16.</td><td>Nitrogen Gas Cylinder</td></tr><tr><td>17.</td><td>Portable welding set with accessories</td></tr><tr><td>18.</td><td>Any other equipment /tool/ instrument for maintenance</td></tr></table>	Sl. No.	Name of Tools / Instruments	1.	High Pressure Gauge	2.	Low Pressure Gauge	3.	Gas Charging Pipe	4.	Vacuum Pump	5.	Leak Detector Unit	6.	Brazing Torch with Butane Gas Can	7.	Digital Multi meter	8.	Insulation Tester	9.	Digital Clamp Tester	10.	Temperature Meter	11.	Standard tool kit (with different size)	12.	Soldering and De-soldering Unit	13.	Cable Crimping tool, 1.5mm <sup>2</sup> to 10mm <sup>2</sup>	14.	First Aid Box	15.	Refrigerant Gas Cylinder	16.	Nitrogen Gas Cylinder	17.	Portable welding set with accessories	18.	Any other equipment /tool/ instrument for maintenance		
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21	Part-III/(5.0) (5.1)	<b>PERSONAL PROTECTIVE EQUIPMENT (PPE):</b> Contractor shall have to provide all safety gadgets to his work-persons. The condition of all PPE and other safety gadgets provided by the contractor to his work persons shall be in proper/ good condition.																																								
22	Part-III/(5.2)	Safe and proper working procedure shall be followed while carrying out jobs to ensure safety of equipment and personnel.																																								
23	Part-III/(5.3)	Contractor shall ensure compliance of all safety and statutory rules & regulations.																																								
24	Part-III/(5.4)	The contractor's personnel while on duty/ work must use the following minimum personal protective equipment (Table-3).																																								
25	Part-III/(5.4) Table:3	<table><tr><td>Sl. No.</td><td>Item (PPE)</td></tr><tr><td>1.</td><td>Safety Shoes</td></tr><tr><td>2.</td><td>Safety Helmet</td></tr><tr><td>3.</td><td>Safety Goggles</td></tr><tr><td>4.</td><td>Safety Hand Gloves</td></tr><tr><td>5.</td><td>Overall (dungaree)</td></tr></table>	Sl. No.	Item (PPE)	1.	Safety Shoes	2.	Safety Helmet	3.	Safety Goggles	4.	Safety Hand Gloves	5.	Overall (dungaree)																												
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26	Part-III/(6.0)	SPARES:																																								

**Technical Evaluation Sheet for Scope of Work-Tender No-CDI2780P17(Bidder to fill up this sheet)**

	(6.1)	The contractor shall have to provide all spares and consumables required for maintenance and repairing of Air-Conditioners. All spares shall be brand new having same capacity, same make and type whenever replacement is done while carrying out the necessary maintenance jobs.			
27	Part-III/(6.2)	The spares mentioned in Table-4 below, have been categorized as mandatory high value spares and the estimated maximum quantity of these high value spares shall be kept/stocked at site for breakdown/ routine maintenance of the Air-Conditioners during the contract period of 3 (three) years. Table: 4			
28	Part-III/(6.2) Table:4				
		Item Service line no. (as per part Schedule of this contract)	Name of high value		
		10 & 20	Compressor for 2 ; Mitsubishi Electric, Motor for fan Condenser coil/ eva		
		30,60&70	5.5TR Compressor make-Blue Star, car Condenser coil/ eva Motor for fan		
		40,360&380	10TR Compressor Conditioner, Make-I Condenser coil/eva Motor for Fan		
		50	Compressor for 29 Environmental Cool Condenser coil/ eva Motor for fan		
		90,230,240,250, 260&270	Compressor for 4TR SPLIT type Condenser coil/ eva Motor for fan		
		100	10TR Compressor Make-Trane,USA Condenser coil/ eva Motor for fan		
		80,110,120,130,140,15 0, 160,170, 180,190, 200, 210, 220,280, 300, 330, 340,350,370&390	Compressor for 1.5, Condenser coil/ eva Motor for fan		
		290&310	Compressor for 8/ Trane,USA Condenser coil/ eva Motor for fan		
		320	Compressor for 5. Voltas Packaged typ		

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		Condenser coil/ evaporator coil	NO	1	
		Motor for fan	NO	2	
		Note: At the end of the contract period the unused mandatory spares listed in Table-4 above, shall be handed over to OIL.			
29	Part-III/(6.3)	Should additional requirement (quantity more than specified above Table-4) arise for any high value spares during execution of contract, OIL shall make additional payment to the contractor on actual against additional categorized high value spares. # If different capacity/make/ types of high value spares are to be used for any technical reasons then prior permission from OIL's Engineer in charge should be obtained in writing. # In case of motors, if new motor of same dimension is not available in the market and also mounting of the motor becomes a problem, repair may be considered. However, permission from OIL's Engineer in charge should be obtained in writing for doing so. # Supply of all other spares and consumables irrespective of their value, which do not appear in the above list (Table-4), shall be in the scope of the contractor and quantity shall be as per actual requirement and there shall be no maximum limit. Contractor shall quote for comprehensive maintenance Contract taking the above into consideration.			
30	Part-III/(6.4)	Contractor shall have to maintain sufficient stock of essential spares/ consumables of superior quality in his site store at Duliajan for replacement of defective/ worn out parts expeditiously.			
31	Part-III/(6.5)	Any spares/consumables including repairs etc. which may required for servicing/up-keeping /maintenance and have not been specified in the scope of work shall be in the scope of the contractor at no extra cost to OIL.			
32	Part-III/(6.6)	Supply /replacement of critical spares like compressors; fan motor etc. should be accompanied by relevant documents to prove genuineness /vintage of the item.			
33	Part-III/(6.7)	Contractor to study list of compressors and verify/ ensure if spares are available before award of contract to avoid any delay.			
34	Part-III/(6.8)	If replacement of any defective parts is supplied by OIL (mainly high value items after exhausting the contractor quota) then those defective part shall be handed over to			

**Technical Evaluation Sheet for Scope of Work-Tender No-CDI2780P17(Bidder to fill up this sheet)**

		OIL after replacement.		
35	Part-III/(7.0)	OFFICE /WORKS/STORAGE: Contractor shall arrange a proper works/office cum storage facility at Duliajan (within a radius of 4km from OIL industrial area), where he can be contacted in case of requirement/ emergency (24 hours a day) with a permanent telephone number, without which the contractor will not be allowed to start the contract.		
36	Part-III/(7.1)	OIL reserves the right to inspect and verify the compliance of point No. 7.0.		
37	Part-III/(7.2)	Contractor shall arrange boarding and lodging for his persons. All logistics arrangements shall be in the scope of the contractor.		
38	Part-III/(8.0) (8.1)	QUALITY OF WORK: Contractor shall abide by all instructions of OIL engineer and carry out standard quality jobs /works to the satisfaction of OIL Engineer.		
39	Part-III/(8.2)	OIL shall reserve the right to ask the contractor to re-do poor quality job at no extra cost to OIL.		
40	Part-III/(9.0)	GUARANTEES OF WORKS & SERVICES: The replacement/ repair of major equipment like compressors, fan motors, condenser coils etc. should be guaranteed for a period of one year from the date of replacement/ repair undertaken by the contractor.		
41	Part-III/(10.0) (10.1)	COLLECTION/ATTENDING OF REPORT: The contractor or his representative shall visit the office of Chief Engineer Electrical (Rigs) on all working days at 7:00 AM to collect breakdown report of machines.		
42	Part-III/(10.2)	Report shall be attended on daily basis.		
43	Part-III/(11.0) (11.1)	BREAKDOWN: The contractor should ensure that the equipments included in the service contract are in satisfactory working condition at all times.		
44	Part-III/(11.2)	Contractor shall attend all reports within 24 Hrs.		
45	Part-III/(11.3)	Contractor shall complete minor repairs within 24 Hrs.		
46	Part-III/(11.4)	Major repairs relating to parts like Compressor, Fan Motor, and Gas charging the maximum permissible period will be 120 hours.		
47	Part-III/(11.5)	In case of delay in attending breakdown report or if the contractor fails to complete repair/ breakdown maintenance job within stipulated time period of 120 hours and restore the equipment to working condition, OIL reserves the right to carry out the same		



**Technical Evaluation Sheet for Scope of Work-Tender No-CDI2780P17(Bidder to fill up this sheet)**

		using OIL' s resources and recover the expenses from the contractor's bill.		
48	Part-III/(12.0)	PENALTY: For unsatisfactory performance/ non-performance, delay in attending report, delay in completing breakdown report of the unit, penalty will be imposed as under:		
49	Part-III/(12.1)	More than 48 hours to 72 hours, deductions @ 0.5% per day per unit of the annual contract amount of the item.		
50	Part-III/(12.2)	More than 72 hours to 120 hours, deductions @ 1% per day per unit of the annual contract amount of the item.		
51	Part-III/(12.3)	More than 120 hours, deductions @ 3% per day per unit of the annual contract amount of the item.		
52	Part-III/(12.4)	The contractor shall not be allowed to work without the requisite manpower as mentioned under the clause 2.0. a) Penalty as per clause 12.0 shall also be applicable for delay in attending report due to non availability of adequate/proper manpower /crew and also non-compliance of safety norms. b) In case the contractor is not allowed to work due to inadequate requisite manpower then OIL reserves the right to carry out the job deploying its own manpower. In turn OIL will deduct the cost from the contractor's bill on the basis of the following : i) Actual cost of material & spares PLUS ii) Manpower cost as per OIL employee wages PLUS iii) Supervision cost @ 20% of total of i & ii above.		
53	Part-III/(13.0) (13.1)	CONDITION OF AIR CONDITIONERS AT THE BEGINNING AND AT THE END OF CONTRACT: # Contractor shall take over the air-conditioners "AS IS WHERE IS" basis at the beginning of the contract. # At the end of the contract, the contractor shall hand over all air conditioners to OIL in serviced and good working condition.		
54	Part-III/(13.2)	At the end of the contract if any air conditioner is found defective, the same must be repaired and its proper performance/functioning must be ensured by the contractor, otherwise, final bill will not be processed.		
55	Part-III/(13.3)	Almost 40% of the existing Air Conditioners are more than 5 years old. Hence bidders are advised to bear this in mind and assess the situation before participation in tendering process.		

**Technical Evaluation Sheet for Scope of Work-Tender No-CDI2780P17(Bidder to fill up this sheet)**

56	Part-III/(13.4)	The vintage of the Air Conditioners are as per TABLE-5			
57	Part-III/(13.4) Table:5				
		Item Sl.No. (as per part Schedule of this contract)	Year of purchase		
		10&20	2000-2001		
		30	2004-2005		
		40	2011		
		50	1996		
		60,70,80,90 &100	2009		
		110,120,230,240,250,260,270	2008-2009		
		130,140,150,160,170,180,200, 220, 280,300	2003-2004		
		190&310	2014-2015		
		210	2007		
		290	2004		
		320	2014-2015		
		330&340	2013-2014		
		350	2015		
360,370,380&390	2015				
58	Part-III/(14.0)	Repair / replacement required arising out of damage not attributable to the contractor shall be borne by company. In such event, OIL reserves the right to pay repair charges / carry out repair by OIL / replace the unit in totality by a similar unit.			
59	Part-III/(15.0)	No sub contractor / franchisees shall be allowed to be engaged in this contract.			
60	Part-III/(16.0)	SAFETY AT RIG SITE: # The contractor shall take necessary work permits prior to starting any job from competent authority. # The contractor shall take necessary electrical shut down before starting their job from competent authority. # The contractor shall not operate any other equipment other than for which he has been given shutdown without permission. # The contractor shall make sure that all electrical circuits were dead before starting a job. # After completion of job for testing the equipment, he must ensure that no other person is working on the same circuit. # During gas charging, the contractor must follow the standard safety guidelines, approved SOP and use personnel protective equipment required for the job. # Supervisor shall conduct safety tool box meeting before starting any job.			
61	Part-III/(17.0)	PAYMENTS: Payments will be made as per actual.			
62	Part-III/ Annexure-A	ANNEXURE # A HALF YEARLY MAINTENANCE FOR AIR			

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		CONDITIONERS OF RIGS.		
63	Part-III/ Annexure-B	ANNEXURE # B (To be submitted after attending breakdown job of air conditioners)		
64	Part-III/ Annexure-C	ANNEXURE # C GENERAL HSE POINTS TO BE INCORPORATED IN THE CONTRACT		
65	Part-II/ Annexure-D	ANNEXURE # D PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL		

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

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

Not Applicable

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

**SUB: SAFETY MEASURES**

**Description of work/service:**

**Hiring of services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years.**

Sir,

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

- a) Only experienced and competent persons shall be engaged by us for carrying out work under the said contract.
- b) The names of the authorized persons who would be supervising the jobs on day to day basis from our end are the following:

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

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

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

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

- c) Due notice would be given for any change of personnel under item(b) above.
- d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. Any violation pointed out by the Company's engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.
- e) All losses caused due to inadequate safety measures or lack of supervision on our part would be fully compensated by us and the Company will not be responsible for any lapses on our part in this regard.

(Seal)

Yours Faithfully

Date\_\_\_\_\_

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

FOR & ON BEHALF OF BIDDER

**INTEGRITY PACT**

Between

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

And

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

**PREAMBLE:**

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

***‘Hiring of services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years. ’***

**(IFB No. CDI2780P17)**

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

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

**Section 1 - Commitments of the Principal**

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

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

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

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

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

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

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

1. If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressions within the company hierarchy of the Bidder and the amount of the

damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

2. The Bidder accepts and undertakes to respect and uphold the Principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
3. If the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

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

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

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

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.



2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

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

1. The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

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

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

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

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

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

-----  
For the Principal

-----  
For the Bidder/Contractor

Place: Duliajan.

Witness 1: .....

Date:

Witness 2: .....

**E-TENDER NO. CDI2780P17**

**PROFORMA-I**

**BID FORM**

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

**Sub: IFB No. CDI2780P17**

*Gentlemen,*

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding 10% of Total contract value for the due performance of the Contract.

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

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

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

**Seal of the Bidder:**

**STATEMENT OF NON-COMPLIANCE (IF ANY)**

**(Only exceptions/deviations to be rendered)**

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

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

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

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

**NOTE:**

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

**E-TENDER NO. CDI2780P17**

**PROFORMA-III**

**PROFORMA LETTER OF AUTHORITY**

TO  
**DGM (CONTRACTS)**  
Contracts Department  
P.O. DULIAJAN PIN - 786602  
Dist. Dibrugarh, Assam  
India

Dear Sir,

**SUB: OIL TENDER No. CDI2780P17**

We \_\_\_\_\_ of \_\_\_\_\_  
Confirm \_\_\_\_\_ that \_\_\_\_\_ Mr.

\_\_\_\_\_  
(Name and Address) is authorised to represent us to Bid, negotiate and conclude the agreement on our behalf with you against Tender Invitation No. **CDI2780P17** for **“Hiring of services for Comprehensive maintenance of rig Air-conditioners for a period of 03 (Three) years.”**

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

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

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

Yours faithfully,

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

Name & Designation \_\_\_\_\_

For & on behalf of \_\_\_\_\_

**NOTE:** This letter of authority shall be on printed letter head of the bidder, and shall be signed by a person competent and having the power of attorney (Power of attorney shall be annexed) to bind such Bidder.

**FORMAT OF BID SECURITY (BANK GUARANTEE)**

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT,  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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

SEALED with the  
said Bank this \_\_\_\_ day of \_\_\_\_\_ 20-----.

THE CONDITIONS of these obligations are:

1. If the Bidder withdraws their Bid within its original/extended validity; or
2. The Bidder modifies/revises their bid suomoto; or
3. The Bidder does not accept the contract; or
4. The Bidder does not furnish Performance Security Deposit within the stipulated time as per tender/contract; or
5. If it is established that the Bidder has submitted fraudulent documents or has indulged into corrupt and fraudulent practice.

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 any of the 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.

The details of the Issuing Bank and Controlling Bank are as under:

**A. Issuing Bank:**

BANK FAX NO:

**E-TENDER NO. CDI2780P17**

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

**B. Controlling Office:**

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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 /as specified in the Tender.

**E-TENDER NO. CDI2780P17**

**Note: Bank details of Oil India Limited may be required by Bank for issuance of Bank Guarantee (BG):**

	<b>Bank Details of Beneficiary</b>	
<b>a</b>	Bank Name	STAE BANK OF INDIA
<b>b</b>	Branch Name	Duliajan
<b>c</b>	Branch Address	Duliajan, Dist-Dibrugarh
<b>d</b>	Banker Account No.	10494832599
<b>e</b>	Type of Account	Current Account
<b>f</b>	IFSC Code	SBIN0002053
<b>g</b>	MICR Code	786002302
<b>h</b>	SWIFT Code	SBININBB479
<b>i</b>	Contact No.	9435554859
<b>j</b>	Contact Person Name	Mr.K.L.K.Banik,AGM
<b>k</b>	Fax No.	0374-2802729
<b>l</b>	Email Id	<a href="mailto:sbi.02053@sbi.co.in">sbi.02053@sbi.co.in</a>



**E-TENDER NO. CDI2780P17**

**PROFORMA-V**

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

Name:

FULL Address:

Phone Number:

Mobile Number:

E-mail address:

Fax Number:

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

Bank Name:

Branch:

Address of the Bank:

Bank Code:

IFSC/RTGS Code of the Bank:

NEFT Code of the Bank:

PAN Number:

Service Tax Registration Number:

---

Signature of Bidder with Official Seal

**E-TENDER NO. CDI2780P17**

**PROFORMA-VI**

**FORM OF PERFORMANCE BANK GUARANTEE**

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

To:  
M/s. OIL INDIA LIMITED,  
CONTRACTS DEPARTMENT  
DULIAJAN, ASSAM, INDIA, PIN - 786 602.

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 -----day of -----

The details of the Issuing Bank and Controlling Bank are as under:

A. Issuing Bank:

BANK FAX NO:

BANK EMAIL ID:

BANK TELEPHONE NO.:

IFSC CODE OF THE BANK:

**E-TENDER NO. CDI2780P17**

B. Controlling Office:

Address of the Controlling Office of the BG issuing Bank:

Name of the Contact Person at the Controlling Office with Mobile No. and e-mail address:

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

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date .....

Place \_\_\_\_\_

**E-TENDER NO. CDI2780P17****ANNEXURES & TABLES****Table: 1**

Sl. No.	Designation	Qualification	Experience	Quantity
1.	Supervisor	Diploma in Mechanical or Electrical Engineering with additional certificate from a recognized Institute for Refrigeration and Air Conditioning / ITI in Air Conditioning and Refrigeration trade	Minimum 02(two) years for Diploma certificate holder and minimum 04 (four) years for ITI certificate holder in repair and maintenance of air conditioners	01(one)
2.	Technician (Air Conditioning)	ITI in Air Conditioning and Refrigeration trade	Minimum 02 (two) years in repair and maintenance of air conditioners	01 (one)
3.	Technician (Electrical)	ITI in Electrical trade and having valid workman permit (with Parts I and II) issued by the State Licensing Board, Govt. of Assam	Minimum 02(two) years in relevant fields	01(one)
4.	Helper	NA	NA	Minimum 01(one)

**Table: 2**

Sl. No.	Name of Tools / Instruments
1.	High Pressure Gauge
2.	Low Pressure Gauge
3.	Gas Charging Pipe
4.	Vacuum Pump
5.	Leak Detector Unit
6.	Brazing Torch with Butane Gas Can
7.	Digital Multi meter
8.	Insulation Tester
9.	Digital Clamp Tester
10.	Temperature Meter
11.	Standard tool kit (with different sizes of tools)
12.	Soldering and De-soldering Unit
13.	Cable Crimping tool, 1.5mm <sup>2</sup> to 10mm <sup>2</sup>
14.	First Aid Box
15.	Refrigerant Gas Cylinder
16.	Nitrogen Gas Cylinder
17.	Portable welding set with accessories
18.	Any other equipment /tool/ instruments which may required for maintenance

**E-TENDER NO. CDI2780P17****Table: 3**

Sl. No.	Item (PPE)
1.	Safety Shoes
2.	Safety Helmet
3.	Safety Goggles
4.	Safety Hand Gloves
5.	Overall (dungaree)

**Table: 4**

Item Service line no. (as per part Schedule of this contract)	Name of high value items	Unit	Maximum quantity required during contract period of 3(three) years
10 & 20	Compressor for 2 x 4TR Air Conditioner, Make-Mitsubishi Electric, Japan	NO	1
	Motor for fan	NO	1
	Condenser coil/ evaporator coil	NO	0
30,60&70	5.5TR Compressor for 10TR Air Conditioner, make-Blue Star, carrier	NO	3
	Condenser coil/ evaporator coil	NO	1
	Motor for fan	NO	1
40,360&380	10TR Compressor for 17TR & 20TR Air Conditioner, Make-Danfoss, Trane etc.	NO	6
	Condenser coil/evaporator coil	NO	3
	Motor for Fan	NO	3
50	Compressor for 29 KW Air Conditioner, Make-Environmental Cooling Systems Ltd. U.K.	NO	1
	Condenser coil/ evaporator coil	NO	0
	Motor for fan	NO	1
90,230,240,250, 260&270	Compressor for 4TR Air Conditioner, Make-Voltas SPLIT type	NO	6
	Condenser coil/ evaporator coil	NO	3
	Motor for fan	NO	4
100	10TR Compressor for 10TR Air Conditioner, Make-Trane,USA	NO	1
	Condenser coil/ evaporator coil	NO	0
	Motor for fan	NO	1
80,110,120,130,140,150, 160,170, 180,190, 200, 210, 220,280, 300, 330, 340,350,370&390	Compressor for 1.5/2TR Air Conditioner	NO	12
	Condenser coil/ evaporator coil	NO	6
	Motor for fan	NO	33
290&310	Compressor for 8/7.5TR Air Conditioner, Make-Trane,USA	NO	1
	Condenser coil/ evaporator coil	NO	0
	Motor for fan	NO	2
320	Compressor for 5.5TR Air Conditioner, make-Voltas Packaged type	NO	1
	Condenser coil/ evaporator coil	NO	1
	Motor for fan	NO	2

**E-TENDER NO. CDI2780P17****Table: 5**

Item Sl.No. (as per part Schedule of this contract)	Year of purchase /Vintage
10&20	2000-2001
30	2004-2005
40	2011
50	1996
60,70,80,90 &100	2009
110,120,230,240,250,260,270	2008-2009
130,140,150,160,170,180,200, 220, 280,300	2003-2004
190&310	2014-2015
210	2007
290	2004
320	2014-2015
330&340	2013-2014
350	2015
360,370,380&390	2015

**ANNEXURE- A****HALF YEARLY MAINTENANCE FOR AIR CONDITIONERS OF RIGS****Contract No.**

RIG	
LOC	

**Safety clearance record:**

Sl.No.	DESCRIPTION	Particulars
1	Sl. No. of Electrical work permit obtained	
2	Sl. No. of Cold/hot work permit obtained	
3	Job started at (Date & time)	
4	Job ended at (Date & time)	
5	Tool box meeting held (Yes/No)	

Asset / Inventory No.			Preventive Maintenance No.		
Unit No.			Due on	Job done on	Next due
Compressor Sl. Nos.	Comp. #1				
	Comp. #2				
Cond. Fan motor Sl. Nos.	Fan #1				
	Fan #2				
Evaporator fan Sl. No.					

**Table: A**

**E-TENDER NO. CDI2780P17**

Sl.No.	Description of work	Details of work done
1	Clean the unit in general	
2	Check refrigerant piping for sign of leaks and rectify if required	
3	Check machine, compressor and other drive for undue vibration and rectify	
4	Clean/ Replace air filters	
5	Clean evaporator coil	
6	Ensure condensate drain is not clogged	
7	Check tightness of blower & motor pulleys	
8	Ensure blower wheel fins are free from dirt	
9	Ensure blower & motor bearing are greased if necessary	
10	For condenser	
	(a) Check fan operation and rectify/ replace if necessary	
	(b) Clean finned surface of condensers with air blower/ Water/ Cleaning agent	
	(c) Check the structure for sturdiness	
	(d) Check tightness of all fasteners	
	(e) Check that the unit vibration is within limits	
11	Check all starters for smooth operations	
12	Clean starter contacts and look for pitted contacts and replace if necessary	
13	Check tightness of all electrical connections and fuse links	
14	Check and ensure operation of thermostats	
15	Check O/L relays	
16	Check operation of HP/LP switch and rectify if necessary	
17	Repairing of body/ skid/mounting if necessary	
18	Painting of the air conditioner frames, mountings, panels etc.	

**Table: B**

Sl.No.	OBSERVATIONS AND RECORD	CIRCUIT1	CIRCUIT2	REMARKS
1	Suction pressure (psi/kg)			
2	Discharge pressure (psi/kg)			
3	Volts			
4	Current details -			
	Compressor (Amps)			
	Cond. Motor (Amp)			
	Evaporator Motor (Amps)			
5	O/L Relay setting			
6	Canvass temperature			
7	Return air temperature			
8	Ambient temperature			
9	PCR temperature			

**Table: C - Any other job:**

**E-TENDER NO. CDI2780P17**

Sl.No.	Description of work done	Work done (Yes/No)	Details of work done
1			
2			
3			
4			

**Table: D - Materials used:**

Sl.No.	Description of Used item	Used Quantity	Remarks
1			
2			
3			
4			
5			

**Table: E - Tools and Instrument used:**

Sl.No.	Remarks	Details of tools Instrument
1		
2		
3		
4		

**Table: F - Job attended by:**

Sl.No.	Name	Company	Sign
1			
2			
3			
4			

Note: 1) Repair/ replacement of parts/ components (major/minor) are included in the Routine Maintenance schedule.

2) Any jobs that are not indicated above, but which are essential for proper functioning of the Air conditioners shall be attended and record the same in the space provided for any other job done.

Signature of J.E. ( \_\_\_\_ Rig)

Signature of Rig in-charge ( \_\_\_\_ Rig)



**E-TENDER NO. CDI2780P17****ANNEXURE # B**

(To be submitted after attending breakdown job of air conditioners)

Contract No.

RIG	
LOC	

Safety clearance record:

Sl.No.	DESCRIPTION	Particulars
1	Sl. No. of Electrical work permit obtained	
2	Sl. No. of Cold/hot work permit obtained	
3	Job started at (Date & time)	
4	Job ended at (Date & time)	
5	Tool box meeting held (Yes/No)	

Sl.No.	AC Unit No.	Details of job Done	Defective component			Fitted component		
			Make	Capacity	Sl.No.	Make	Capacity	Sl.No.

Sl.No.	OBSERVATIONS AND RECORD	CIRCUIT1	CIRCUIT2	REMARKS
1	Suction pressure (psi/kg)			
2	Discharge pressure (psi/kg)			
3	Volts			
4	Current details -			
	Compressor (Amps)			
	Cond. Motor (Amp)			
	Evaporator Motor (Amps)			
5	O/L Relay setting			
6	Canvass temperature			
7	Return air temperature			
8	Ambient temperature			
9	PCR temperature			

Signature of J.E. ( \_\_\_\_ Rig)      Signature Contractor's Representative      Signature of Rig in-charge ( \_\_\_\_ Rig)

**E-TENDER NO. CDI2780P17**

**ANNEXURE # D**

**PROFORMA UNDERTAKING FROM CONTRACTORS PERSONNEL**

I \_\_\_\_\_ S/o \_\_\_\_\_ having permanent residence at \_\_\_\_\_ Dist. \_\_\_\_\_ am working as \_\_\_\_\_ for carrying out the contract job under Contract No. \_\_\_\_\_ which has been awarded in favour of my employer M/s \_\_\_\_\_ .

I hereby declare that I will not have any claim for employment or any service benefit from OIL by virtue of my deployment for carrying out contract job in OIL by M/s \_\_\_\_\_

I am an employee of M/s \_\_\_\_\_ for all practical purposes and there is no privity of Contract between OIL and me.

Signature\_\_\_\_\_

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

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

Witness:

1. Signature\_\_\_\_\_

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

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

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

2. Signature\_\_\_\_\_

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

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

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