



**OIL INDIA LIMITED**  
**(A Govt. of India Enterprise)**  
**P.O. DULIAJAN, DIST - DIBRUGARH**  
**ASSAM, INDIA, PIN-786 602**

**CONTRACTS DEPARTMENT**  
**TEL: (91) 374-2800548**  
**E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in)**  
**Website: [www.oil-india.com](http://www.oil-india.com)**  
**FAX: (91)374-2803549**

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**FORWARDING LETTER**

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

**Sub: IFB No. CDI3582P17 – HIRING CANTEEN SERVICE INCLUDING SUPPLY OF PACKAGED DRINKING WATER AT 08 (EIGHT) NOS. OF COMPANY’S WELL-SITE CANTEENS FOR A PERIOD OF 02 (TWO) YEARS.**

Dear Sirs,

1.0 OIL INDIA LIMITED (OIL), a “Navaratna” Category, Government of India Enterprise, is a premier oil Company engaged in exploration, production and transportation of crude oil & natural gas with its Headquarters at Duliajan, Assam. Duliajan is well connected by Air with nearest Airport being at Dibrugarh, 45 km away.

2.0 In connection with its operations, OIL invites Local Competitive Bids (LCB) from competent and experienced Contractors through OIL’s e-procurement Portal: <https://etender.srm.oilindia.in/irj/portal> for **‘HIRING CANTEEN SERVICE INCLUDING SUPPLY OF PACKAGED DRINKING WATER AT 08 (EIGHT) NOS. OF COMPANY’S WELL-SITE CANTEENS FOR A PERIOD OF 02 (TWO) YEARS’**. One complete set of Bid Document covering OIL’s IFB for hiring of above services is uploaded in OIL’s e-procurement portal. You are invited to submit your most competitive bid on or before the scheduled bid closing date and time through OIL’s e-procurement portal. For your ready reference, few salient points of the IFB (covered in detail in the Bid Document) are highlighted below:

(i)	IFB No. /E-Tender No.	:	CDI3582P17
(ii)	Type of Bidding	:	Online - Single Stage-Two Bid System
(iii)	Tender Fee	:	<b>INR 1000.00</b> (Bidders must submit Tender Fee on-line through OIL’s electronic Payment Gateway only. Other mode of payment will not be accepted)
(iv)	Period of Sale	:	18.01.2017 to 10.02.2017
(v)	Bid Closing Date & Time	:	As mentioned in Online E-tender portal
(vi)	Technical Bid Opening Date & Time	:	As mentioned in Online E-tender portal
(vii)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible/qualified Bidders nearer the time.

(viii)	Bid Submission Mode	:	Bids must be uploaded online in OIL's E-procurement portal
(ix)	Bid Opening Place	:	Office of GM-Contracts Contract Department, Oil India Limited, Duliajan -786602, Assam, India.
(x)	Bid Validity	:	120 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	<p>(i) EMD amount required against 4 nos. of Wellsite Canteens : Rs. 3,17,500.00</p> <p>(Note: EMD to be paid only in the form of BG, who bid against 4 nos. of Wellsite Canteens)</p> <p>(ii) EMD amount required against 8 nos. of Wellsite Canteens : Rs. 6,35,000.00</p> <p>(Note: EMD can be paid in the form of BG or vide Online mode, who bid against 8 nos. of Wellsite Canteens)</p>
(xiii)	Bid Security Validity	:	16.07.2017
(xiv)	Original Bid Security to be submitted	:	Office of GM-CONTRACTS, CONTRACT DEPARTMENT, OIL INDIA LIMITED, DULIAJAN, ASSAM-786 602, INDIA
(xv)	Amount of Performance Security	:	10% of Annualized contract value
(xvi)	Validity of Performance Security	:	Up to 3 months from date of completion of contract
(xvii)	Duration of the Contract	:	(02) Two Years.
(xviii)	Quantum of Liquidated Damage for Default in Timely Mobilization	:	Refer clause No. 28 of General Conditions of Contract
(xix)	Integrity Pact	:	Must be digitally signed & uploaded along with the Techno-commercial Bid. / <del>Not Applicable.</del>
(xx)	Bids to be addressed to	:	GM-Contracts, Contract Department, Oil India Limited, Duliajan-786602, Assam, India.
(xxi)	Pre-Bid conference	:	Not Applicable
(xxii)	Last Date of receipt of Queries	:	Not Applicable

3.0 **Integrity Pact :** The Integrity Pact must be uploaded in OIL's E-procurement portal along with the Technical Bid digitally signed by the same signatory who signed the Bid i.e. who is duly authorized to sign the Bid. If any bidder refuses to sign Integrity Pact or declines to submit the Integrity Pact, their bid shall be rejected straightway. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who signs the Bid.

4.0 **A. Bid Security:** Bidders can submit Bid Security either on on-line mode through OIL's electronic Payment Gateway or submission of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-VII).**

**B. Performance Security:** Bidders can submit performance Security in the form of Bank Guarantee from any Scheduled Indian Bank **as per BG format enclosed herewith (Proforma-VI).**

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

5.1 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>). 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.

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.

5.2 **A.** Bidders must have a valid User ID to access OIL e-Procurement site for submission of bid. Vendors having User ID & password can purchase bid documents **on-line through OIL's electronic Payment Gateway**. New vendor shall obtain User ID & password through online vendor registration system in e-portal and can purchase bid documents subsequently in the similar manner or bidders may submit an application(s) on applicants letter pad with a request for USER ID & PASSWORD is to be submitted /sent to reach the **GM – 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.

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.

**B.** No physical Bid documents will be provided. On receipt of application for participation, 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 above and will be allowed to participate in the bidding through OIL's E-Procurement portal.

5.3 Parties, who do not have a User ID, can click on **Guest** login button in the E-portal to view and download the tender. **The detailed guidelines are available in OIL's e-procurement site (Help Documentation).** For any clarification in this regard, bidders may contact E-Tender Support Cell at Duliajan at [erp\\_mm@oilindia.in](mailto:erp_mm@oilindia.in), Ph.: 0374- 2807178/4903.

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

6. **A. EXEMPTION OF TENDER FEE:**

1. The Central Govt. Departments and Central Public Sector Undertakings will be exempted from the payment of tender fee.

2. Parties registered with DGS&D, having valid certificates will be exempted from payment of tender fee.

3. MSEs registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and village industries board or coir board or national small industries corporation or directorate of handicraft and handloom or any other body specified by ministry of MSME provided they are registered for the tendered item.

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.

**B. EXEMPTION OF BID SECURITY:**

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

2. Parties registered with DGS&D, having valid certificates will be exempted from payment of bid security.

3. MSEs registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and village industries board or coir board or national small industries corporation or directorate of handicraft and handloom or any other body specified by ministry of MSME provided they are registered for the tendered item.

**7.0 PRE-BID CONFERENCE:**

~~7.1 A Pre Bid Conference is planned to be held on 20.12.2016 & 21.12.2016 at Duliajan, Assam to explain the requirements of Company in details to the interested prospective Bidders and to understand bidders' perspective including exchange of views/clarifications, if any, on the Scope of Work, Bid Rejection/Bid Evaluation Criteria and other terms & conditions of the Tender. The parties who purchase the bid documents shall be allowed to participate in the Pre Bid conference. For details of the venue, bidders may contact GM-Contracts, Oil India Ltd., P.O. Duliajan 786602, Phone: 91374-2808662/2800548, Fax#(91)374-2803549, E-mail: [contracts@oilindia.in](mailto:contracts@oilindia.in).~~

~~7.2 — Maximum two (2) representatives from each prospective Bidder, who purchased the tender document, shall be allowed to participate in the pre bid conference. All costs associated to attend the pre bid conference by their representatives shall be borne by the interested Bidders.~~

~~7.3 — The prospective bidders shall submit their queries/clarifications against the tender through E mail / Fax / Courier addressed to GM Contracts, Oil India Ltd., Duliajan 786602, Assam and such queries must reach OIL's office at Duliajan latest by **17.12.2016 upto 15:30 Hrs. IST**. OIL shall provide clarifications to only those queries received within this date. Queries/ Clarifications against the tender received beyond 17.12.2016 will not be entertained and replied. OIL will not be responsible for non receipt or late receipt of any bidder's query in OIL's office~~

~~7.4 — However, clarifications/exceptions/deviations, if required any, should be brought out by the bidder prior to or during the Pre Bid Conference only. After processing these suggestions, as a sequel to the pre bid conference, Company may communicate the changes in this regard, if agreed any, through an addendum to tender document to the prospective bidders who purchased the tender document. Company will not accept any exception/deviation to tender conditions/specifications once the same are frozen after the pre bid conference and the non compliant bid (s) shall be rejected outright against this tender.~~

**IMPORTANT NOTES:**

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

- i) The bid along with all supporting documents must be submitted through OIL's E-procurement site only except the following documents which shall be submitted manually by the bidder in a sealed envelope super scribed with OIL's IFB No., Bid Closing date and marked as "Original Bid Security" and addressed to GM-Contracts, Contracts Department, Oil India Limited, Duliajan-786602, Assam (India), **failing which the bid shall be rejected** :
  - a) Original Bid Security (if submitted in the form of BG)
  - b) Printed catalogue and Literature, if called for in the tender.
  - c) Power of Attorney for signing the bid.
  - d) Any other document required to be submitted in original as per tender requirement.

**The above documents including the Original bid security, must be received at OIL's GM-Contract's office at Duliajan on or before 11.00 Hrs (IST) on the technical bid closing date.** A scanned copy of the Bid Security shall also be uploaded by the bidder along with their Technical Bid in OIL's E-procurement site.

- ii) Bid should be submitted online in OIL's E-procurement site up to 11.00 AM (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 PM (IST) at the office of the GM-Contracts in presence of the authorized representatives of the bidders.
- iii) If the digital signature used for signing is not of "Class -3" with Organizations name, the bid will be rejected.

- iv) The tender is invited under SINGLE STAGE-TWO BID SYSTEM. The bidders shall submit both the “TECHNICAL” and “PRICED” bids through electronic form in the OIL’s e-Procurement portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid should be submitted as per Scope of Work & Technical Specifications along with all technical documents related to the tender and uploaded under **“Technical RFX Response” Tab only. Bidders to note that no price details should be uploaded in “Technical RFX Response” Tab Page. Details of prices as per Price Bid format/Priced bid can be uploaded as Attachment just below the “Tendering Text” in the attachment option under “Notes & Attachments” tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Evaluation Criteria mentioned in Commercial Evaluation Criteria.)**
- v) The Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- vi) (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 Deposit in full and debar from participation in future tenders, at the sole discretion of the company
- (b) Once a bid is withdrawn, the offer will be treated as withdrawn and no further claim / correspondence will be entertained in this regard.
- vii) Conditional bids are liable to be rejected at the discretion of the Company.
- viii) The work may be split up amongst more than one contractor at the sole discretion of the Company.
- ix) 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 Techno-Commercial Bid documents.
- A. In case of Sole Proprietorship Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, business and residential address, E-mail and telephone numbers of the owner and copies of Service Tax and Central Excise Registration Certificate.
- B. In case of HUF, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form, Family Arrangement indicating therein the name, residential address, E-mail and telephone numbers of the owners in general and Karta in particular and copies of Service Tax and Central Excise Registration Certificate.
- C. In case of Partnership Firm, Copies of Telephone/Electricity/Mobile Bill, PAN card, latest Income Tax Return form indicating therein the name, residential address, E-mail and telephone numbers of all the partners(including

the Managing Partner), registered partnership agreement/deed and copies of Service Tax and Central Excise Registration Certificate.

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

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

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

G. In case of Trusts registered under the Indian Trust Act, Copies of Telephone/Electricity/Mobile Bill, 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.

- x) 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.
- xi) The Bid Security / Performance Security Money shall not earn any interest.
- xii) 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.
- xiii) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers payment.
- xiv) **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2(two) years from the date of withdrawal of bid.
- xv) **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the

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

- xvi) **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be debarred from participating in any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of on-going contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of on-going contract(s) shall be forfeited.

- xvii) **The tender will be governed by:**

Forwarding Letter

Instruction to Bidders

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

Part-V - Safety Measures (SM)

Part-VI - Integrity Pact

Price Bidding Format

Proformas

- xviii) **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.**

(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).



## SCREEN SHOTS:

**Display RfX Response:**

Edit | Print Preview | **Technical RfX Response** | Close | Withdraw

RfX Response Number 60006452 RfX Number TEST2 Status Subm  
RfX Owner WIPRO\_TEST1 Total Value 0.00 INR RfX Response

RfX Information | Items | Notes and Attachments | Conditions

Basic Data | Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

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

▼ Partners and Delivery Information

Details | Send E-Mail | Call | Clear

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

Go to this Tab **“Technical RfX Response”** for Uploading “Technical Bid”.

Go to this Tab **“Notes and Attachments”** for Uploading “Priced Bid”

On **“EDIT” Mode**- The following screen will appear. Bidders are advised to upload **“Technical Bid”** and **“Priced Bid”** in the places as indicated above:

**Edit RfX Response:**

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

RfX Response Number 60006452 RfX Number TEST2 Status Withdrawn Submission Deadline 13.04.2013 11:00:00 INDIA  
RfX Owner WIPRO\_TEST1 Total Value 0.00 INR RfX Response Version Number 2 RfX Version Number 5

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

▼ Notes

Add | Clear

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

▼ Attachments

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

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

Bid on **“EDIT” Mode**

Area for uploading Technical Bid\*

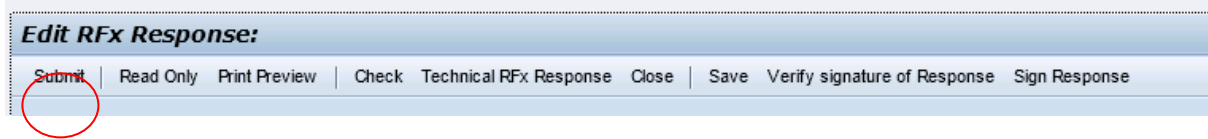
Area for uploading Priced Bid\*\*

### Note:

- \* The “Technical Bid” shall contain all techno-commercial details **except the prices**.
- \*\* The “Priced bid” must contain the price schedule and the bidder’s commercial terms and conditions, if any. For uploading Priced Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on “Sign” to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open,

select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to upload the File. Please click on Save Button of the Response to Save the uploaded files.

**To submit the response, on EDIT mode, first Sign the response by Pressing the Sign Response button. Once Signing is successful, Submit the response.**



The screenshot shows a software interface titled "Edit Rfx Response:". Below the title is a horizontal menu bar with several buttons: "Submit", "Read Only", "Print Preview", "Check", "Technical Rfx Response", "Close", "Save", "Verify signature of Response", and "Sign Response". The "Submit" button is highlighted with a red circle.

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

Thanking you,  
Yours faithfully,  
**OIL INDIA LIMITED**

**(RITUPARNA SHARMA)**  
**SR. OFFICER - CONTRACTS**  
*For GM - CONTRACTS*  
*For, **RESIDENT CHIEF EXECUTIVE***

**OIL INDIA LIMITED  
(A GOVT. OF INDIA ENTERPRISE)  
CONTRACTS DEPARTMENT, DULIAJAN  
DISTRICT: DIBRUGARH (ASSAM), PIN-786602**

**IFB NO. CDI3582P17  
INSTRUCTION TO BIDDERS**

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

**2.0 BIDDING DOCUMENTS:**

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

- a) A forwarding letter highlighting the following points
  - (i) Company's IFB No.
  - (ii) Description of Work / Service
  - (iii) Bid closing date and time
  - (iv) Bid opening date, time and place
  - (v) Bid submission place
  - (vi) The amount of Bid Security
  - (vii) The amount of Performance Guarantee
- b) Instructions to Bidders
- c) BEC/BRC
- d) General Conditions of Contract (GCC): **Part-I**
- e) Schedule of Work, Unit, Quantities (SOQ): **Part- II**
- f) Special Conditions of Contract (SCC): **Part-III**
- g) Schedule of Company's Plants, Materials and Equipments (SCPME): **Part-IV**  
[Not applicable for this Tender]
- h) Safety Measures (SM): **Part-V**
- i) Integrity Pact: **Part-VI**
- j) Price Bidding Format (Attached under “**Notes and Attachments**” tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas

**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 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 →“Technical RFx” area under the tab→“External Area Amendments”. The company may, at its discretion, extend the deadline for bid submission

for any reason. Bidders shall also check OIL's E-Tender portal ["Technical RFx" area under the tab "External Area Amendments"] 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:**

### **(A) UN-PRICED TECHNO-COMMERCIAL BID:**

- (i) Bid Documents duly filled up as indicated.
- (ii) Complete technical details / specifications of the equipment with catalogue, etc. as per tender requirement.
- (iii) Documentary evidence established in accordance with BEC / BRC part.
- (iv) Statement of Non-Compliance (if any).
- (v) Bid Security (scanned copy). Hard copy of original Bid Security (Only in case of bidder(s) submitting bid security in the form of Bank Guarantee) should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**  
**(Bidders can submit Bid Security on-line through OIL's electronic Payment Gateway)**
- (vi) Any other document as per tender requirement (scanned copy). Hard copy(s) of the same, if called for in the tender, should be sent separately to reach **on or before the bid closing date & time failing which the bid shall be rejected.**
- (vii) Integrity Pact.

**Note: Please note that no price details should be uploaded in UN-PRICED TECHNO-COMMERCIAL BID under "Technical RFx Response" Tab Page.**

### **(B) PRICED BID:**

The Priced Bid shall contain the rates / prices and any other commercial information pertaining to the rates / prices. Bidder shall quote their rates / prices in the "PRICE BIDDING FORMAT" attached under **"Notes and Attachments"** tab in the main bidding engine of OIL's e-Tender portal. The price quoted in the "PRICE BIDDING FORMAT" will only be considered for evaluation.

Bidder must include all liabilities including statutory liabilities (but excluding Service Tax) in their quoted rates. The rates shall be fixed and firm for the entire tenure of the contract and shall be binding on both the parties. No changes in these rates shall be allowed under any circumstances during the tenure of this service agreement except as mentioned in the Bid Document.

## **6.0 PERIOD OF VALIDITY OF BIDS:**

**6.1** The Bid must be valid for 120 (One hundred & twenty) days from the date of opening of the tender.

**6.2** In exceptional circumstances, 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.

**7.0 FORMAT AND SIGNING OF BID:**

**7.1** The original and all copies of the bid shall be typed or written in indelible inks and shall be signed digitally by the Bidder to bind the Bidder to the contract.

**8.0 SUBMISSION OF BIDS:**

**8.1** 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 with organizations Name" 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.

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.

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 its proper usage by their employees.

**8.2** 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.

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

**8.4** Physical Bid/ E-mail/ Fax/ Telex/Telegraphic/Telephonic offers will not be accepted.

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

**8.6** 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.

**9.0 DEADLINE FOR SUBMISSION OF BIDS:**

**9.1** 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 Bid Closing date and time as mentioned in the bid except in condition mentioned in clause 12.1 below. But no changes would be allowed by the system once the due date and time for submission of bids has been reached and bids are opened.

**9.2** No bid can be submitted after the submission deadline is reached. The system time displayed on the e-procurement web page shall decide the submission deadline.

**9.3** 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**. Timely delivery of the same at the address mentioned in the Forwarding Letter is the responsibility of the Bidders.

#### **10.0 LATE BIDS:**

**10.1** 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.

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

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

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

**11.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity. Withdrawal of any bid within validity period will lead to forfeiture of his / her / their Bid Security Deposit in full and debar from participation in future tenders, at the sole discretion of the company.

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

**12.1** 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.

#### **13.0 BID OPENING AND EVALUATION:**

**13.1.1** The Technical bid will be opened on scheduled Bid opening date & time in the presence of any attending Bidder(s) or their Authorized Representative, if any. However, an authorized letter (format given in Proforma Section) from the Bidder must be produced by Bidder's representative at the time of opening of Tender, without which such representative won't be allowed to attend the opening of Tenders. Only one representative against each Bid will be allowed to attend the bid opening. Attending Bidder(s) & Authorized Representative(s) will have to sign a register evidencing their presence.

In Technical bid opening date, only "Technical RFx" Tab Page will be allowed to be opened by the system. Bidders therefore should ensure that Un-priced Techno-Commercial bid is uploaded under "Technical RFx Response" Tab Page only.

**13.1.2** In case of two bid system, after the evaluation of the Technical Bids, the Price Bids of only the techno-commercially acceptable Bidders will be opened. The opening Date and Time will be intimated to the techno-commercially qualified Bidders in due course. Price bids will be opened in the same procedure as mentioned in Para 13.1.1 above.

**13.2** In case it happens to be a bundh / holiday, the tender will be opened on the next working day (except Saturday). Accordingly, Bid Closing Date / time will get extended up to the next working day and time (except Saturday).

**13.3** Bids which have been withdrawn pursuant to Clause 11.1 will not be allowed to be opened by the system. 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.

**13.4** OIL shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-clause 13.3

**13.5** 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.

**13.6** 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.

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

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

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

**14.1** OIL will evaluate and compare the bids as per Bid Evaluation Criteria (BEC) of the bidding documents.

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

**14.3** 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.

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

#### **15.0 CONTACTING THE COMPANY:**

**15.1** 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 13.5.

**15.2** 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.

**16.0 AWARD CRITERIA:**

**16.1** 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.

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

**17.1** 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.

**18.0 NOTIFICATION OF AWARD:**

**18.1** 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.

**19.0 SIGNING OF CONTRACT:**

**19.1** The successful bidders(s) shall be notified by the Company of its intention to enter into an Agreement with him/her/them on the basis of his/her/their acceptance of the offer. Such notification shall be treated as a "Letter of Award (LOA)".

**19.2** Within 2 Weeks from the date of issue of Letter of Award (LOA), the successful Bidder(s) will be required to pay an interest free Performance Security by way of Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Scheduled Indian Bank. Upon furnishing of the Performance Security, the successful Bidder(s) will be required to enter into a formal Service Agreement based on the instant tender on the OIL Standard forms of agreement.

**19.3** This Performance Security must be valid for 90 days beyond defect liability period. In the event of contract being extended within the provisions of the contract agreement, the contractor will have to extend suitably the validity of the "Security Deposit" for the extended period.

**19.4** The "Performance Security" will be refunded to the contractor after 90 days beyond defect liability period, but part or whole of which shall be used by the Company in realisation of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

**19.5** Failure of the successful bidders to comply with the conditions as specified in Para 19.2 above would render him liable for rejection and in turn forfeiture of Bid Security apart from any other actions the Company may take against him at its sole discretion. The party shall also be debarred for a period of 2(two) years from the date of default.

**20.0 FURNISHING FRAUDULENT INFORMATION / DOCUMENTS:**

The information and documents furnish by the bidder/ contractor in respect of the subject tender/contract are accepted to be true and genuine. However, if it is detected during technical scrutiny or after award of the contract or after expiry of the contract, that the bidder had submitted any fake/fraudulent document or furnished false statement, the offer/contract shall be rejected/ cancelled, as the case may be and the bidder (if fake document/false statement pertains to such bidder) shall be debarred from participating in



**E-TENDER NO. CDI3582P17****INSTRUCTION TO BIDDERS**

any tender of the company for a period of 03 years from the date of issuance of debarment letter/order, besides making the contractor liable for other penal action including termination of ongoing contract(s) at his/her risk and peril. In such event, the Bid Security/Performance Security in respect of ongoing contract(s) shall be forfeited.

**21.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax (if applicable) as per the following Format**

(Format of Invoice (As per Rule 4A (1) of the Service Tax Rule's 1994)

**TAX INVOICE**

Name of the Service Provider.....

Address of the Service Provider.....

Service Tax Regn. No of the service provider.....

Name & address of the Service Receiver

Invoice Serial No.....

Oil India Limited, Duliajan, Assam

Invoice Date.....

Particulars	Amount (Rs)
Description of the service provided or agreed to be provided (e.g. AMC Bill against Contract No.....for the period.....)	A
Add service Tax 15% on (A) above(In case of taxable value of service is not 100%, than specify the value of taxable service and apply 15 % of the qualifying amount) (e.g. if the value of service is only 40%, than service tax should be calculated at 15% on 40% of the value declared at (A) above.)	B
Total amount (Including service Tax) (A + B)	C
Less: Service Tax Payable by Oil India Limited under reverse charge	D
Net Bill Amount	E

Signature of Proprietor/partner

**1.0 BID EVALUATION CRITERIA (BEC):**

**A.** Bidder must confirm / indicate the following in their bid:-

(a) Bidders must confirm to quote for full service as specified in 'Scope of Work' and 'Price bid format/Schedule of Rates'.

(b) Bidders must indicate the No. of Company's Wellsite Canteens for which services have been offered: **EITHER 04 (FOUR) OR 08 (EIGHT).**

**B. Financial Criteria:**

**I)** Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be **either** of the following:

(a) **For bidders quoting for 08 Nos. Company's Wellsite Canteen:**  
Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be at least **Rs. 47,56,608.00 (Rupees Forty Seven Lakhs Fifty Six Thousand Six Hundred Eight only).**

(b) **For bidders quoting for 04 Nos. Company's Wellsite Canteen:**  
Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be at least **Rs. 23,78,304.00 (Rupees Twenty Three Lakhs Seventy Eight Thousand Three Hundred Four only).**

**II)** Net worth of the bidder should be Positive for the preceding financial / accounting year, reckoned from the Bid closing date.

**Notes:**

**1.** 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 Statement for the financial year ..... has actually not been audited so far'.

**2.** For proof of Annual Turnover & Net worth, any one of the following documents/ photocopies (Self Attested) 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 **PROFORMA-I.**

OR

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

\*In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their

certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.

**C. Technical Criteria:**

**I)** The Bidder must have experience of at least one SIMILAR WORK of minimum 2 (Two) years duration. The service shall be continuous in nature without any break and shall be in the previous 7 (seven) years to be reckoned from the original bid closing date.

**Note:**

**1.** "SIMILAR work" mentioned above means - Experience of running a Canteen / Catering services in PSU/Central Govt./State Govt. organisation / Public Limited Company / University.

**2.** For proof of requisite experience, the following documents/photocopies must be submitted along with the bid:-

**i)** Purchase order / Work order / Contract document

**AND**

**ii)** Certificate issued by PSU/Central Govt. / State Govt. organisation / Public Limited Company / University in previous 7 (seven) years reckoned from the original bid closing date, showing:

**a. Gross value of the job done and**

**b. Nature of Job done,**

**c. Time period covering the duration as per NIT.**

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

**4.** If the prospective bidder is executing work which is still running and the contract period executed on continuous basis, prior to due date of bid submission is equal to or more than the minimum prescribed period in the BEC, such experience will also be taken in to consideration provided that the bidder has submitted last certificate of payment along with work order of the running contract.

**D.** The Bidder should provide an undertaking (as per Proforma - IX attached) along with the bid to the effect that in case of award of contract, he/she/they will provide Packaged Drinking Water from IS:14543:2004 (or as amended from time to time by BIS) approved manufacturer with IS:14543 mark printed on the PET jar which conforms to the standards of IS: 15410 (or as amended from time to time by the Bureau of Indian Standards).

**E.** Prices shall be opened in respect of only the techno-commercially acceptable bidders whose bids have been found to be substantially responsive. A substantially responsive bid is one that meets the terms and conditions of the Tender and / or the acceptance of which bid will not result in indeterminate liability on OIL.

**F.** Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.

**G.** If there is any discrepancy between the unit price and the total price, the unit price will prevail and the total price shall be corrected. Similarly, if there is any discrepancy between words and figure, the amounts in words shall prevail and will be adopted for evaluation.

**H.** The quantities shown against each item in the "Price Bid Format" shall be considered for the purpose of Bid Evaluation. It is, however, to be clearly understood that the assumptions made in respect of the number of days/ parameters for various

operations are only for the purpose of evaluation of the bid and the Contractor will be paid on the basis of the actual number of days/parameter, as the case may be.

**I.** Price Bids will be evaluated on overall lowest cost basis (L-1 offer) i.e. considering total quoted price for all items of SOQ inclusive of all liabilities including statutory liabilities but excluding Service Tax as per Price Bid Format for 2 (two) years of services for 04 Nos. of Company's Wellsite Canteen only.

**J.** Irrespective of the number of Company's Wellsite Canteen whose services have been quoted by each bidder and found to be technically-commercially acceptable, award of contract for the total requirement of 8 Nos. Company's Wellsite Canteen would be splitted as follows:

**(i)** The L1 bidder evaluated as per Clause H above would be awarded the contract for services of 04 Nos. Company's Wellsite Canteen.

**(ii)** The L2 bidder will be awarded the contract for services of remaining 04 Nos. Company's Wellsite Canteen, provided they match their total quoted rates with that of the L1 bidder. In the event the L2 bidder declines to match their total quoted rates with that of the L1 bidder, the option would be provided to the L3 bidder to match their total quoted rates with that of the L1 bidder and contract for services of remaining 04 Nos. Company's Wellsite Canteen would be awarded to them if they match their total quoted rate accordingly. In case the L3 bidder also declines, the option would be given to the L4 bidder and so on.

**(iii)** In case, no bidders are available to award the contract for services of remaining 04 Nos. Company's Wellsite Canteen, the option would be provided to the L1 bidder provided the L1 bidder quotes for services of 08 Nos. Company's Wellsite Canteen and found to be techno-commercially acceptable.

**(iv)** In case, it happened to be 2 (two) L1 bidders, then each will be awarded contract for services of 04 Nos. Company's Wellsite Canteen.

**(v)** In case of identical overall lowest offered rate by more than 2 (two) bidders, the selection will be made by draw of lots between the parties offering the same overall lowest price to choose 2 (two) bidders to award the contract for services of 04 Nos. Company's Wellsite Canteen each.

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

**(a)** In case participating MSEs quote price within price band of L1+15%, such MSE shall be considered for award of contract for services of 04 Nos. Company's Wellsite Canteen by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE.

**(b)** In case of more than one such MSE qualifying for 15% purchase preference, the contract for services of 04 Nos. Company's Wellsite Canteen shall be awarded to eligible MSEs in order of their ranking, subject to matching of their prices with L1.

After awarding the Contract for services of the 4 Nos. of Company's Wellsite Canteen to any MSE bidder, if another / more than one MSE bidder still in the range of L1+15%, then the procedure as per Clause (b) above will be repeated for selection of bidder for awarding the Contract for services of the remaining 4 Nos. of Company's Wellsite Canteen.

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

**(d) Documentation required to be submitted by MSEs:**

Copy of valid Registration Certificate, if bidder is a Micro or Small Enterprises (MSE) registered with District Industry Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME. The Registration Certificate should clearly indicate the monetary limit, if any and the items for which bidder are registered with any of the aforesaid agencies. In case bidding MSE is owned by Schedule Caste or Schedule Tribe entrepreneur, valid documentary evidence issued by the agency who has registered the bidder as MSE owned by SC/ST entrepreneur should also be enclosed.

**2.0 BID REJECTION CRITERIA (BRC):**

**A.** The bids are to be submitted in single stage under 2 (two) bid system i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.

**B.** 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.

**C.** 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.

**Note:** In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.

**D.** Bid Documents / User Id & Password for OIL's E-Tender portal are not transferable. Bid made by parties who have not submitted the requisite tender fees will be rejected.

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

**F.** 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.

**G.** 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.

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

**I.** Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced

Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.

**J.** 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

**K.** There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.

**L.** Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.

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

### **3.0 GENERAL:**

**A.** 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.

**B.** Bidders should provide self-attested copies of Service Tax Registration Certificate, PAN Card, ESIC registration (if applicable), 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.)

**C.** 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 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.

**D.** If any of the clauses in the BRC contradict with other clauses of bidding document elsewhere, the clauses in the BRC shall prevail.

**E.** 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.

**F.** 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.

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

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

**DESCRIPTION OF WORK/SERVICES:**

**HIRING CANTEEN SERVICE INCLUDING SUPPLY OF PACKAGED DRINKING WATER AT 08 (EIGHT) NOS. OF COMPANY'S WELL-SITE CANTEENS FOR A PERIOD OF 02 (TWO) YEARS.**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

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

**A. DEFINITIONS:**

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

- (a) **"The Contract"** means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) **"The Work"** means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) **"Company"** or **"OIL"** means Oil India Limited;
- (e) **"Contractor"** means the Contractor performing the work under this Contract.
- (f) **"Contractor's Personnel"** means the personnel to be provided by the Contractor to provide services as per the contract.
- (g) **"Company's Personnel"** means the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) **"Gross Negligence"** means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.



- (i) **“Wilful Misconduct”** means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

**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 Well-site Canteens under Employee Relations Department, Oil India Limited, Duliajan.

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, 1936.
- v) The Payment of Bonus Act, 1965.
- vi) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under.
- vii) Employees' Pension Scheme, 1995.
- viii) Inter-State Migrant (Regulation of Employment and Condition of Service) Act, 1979.
- ix) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
- x) AGST Act.
- xi) Service Tax Act.

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

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

8. The duration of the contract shall be **104 weeks** from the commencement date mentioned in the work order. The Contractor must complete the work within the contract period. During the currency of the job, the work progress must be commensurate with the time elapsed. In the event of any delay on the contractor's part, he/she will be liable to

pay to the company liquidated damages at the rate of 1/2% (Half p.c ) per week of the contract price of the item(s) delayed in completion and the maximum value of the liquidated damage will be 7.5% of the contract price of the item(s) delayed provided the item(s) delayed are not critical for commissioning and final utilization of the work. If, however, the item(s) delayed in completion are critical for commissioning and final utilization 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 anti-social 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-inclusive Price (i.e. the Contract price) exclusive of Service Tax is Rs. XXXXXXXXX (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 Contractor only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

On account payment may be made, not often than monthly, up to the amount of 95% 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 license 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 finalized.

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 and 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).

**19.1 GENERAL OBLIGATIONS OF COMPANY:**

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

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

**20. Special Conditions:**

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

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

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

**21. FORCE MAJEURE:**

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

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

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

**22. TERMINATION:**

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

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

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

22.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE**: If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 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 12.1 to 12.6 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 up to the date of termination including the De-mob cost, if any.

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

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

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

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

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

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

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

2. The number of arbitrators and the appointing authority will be as under:

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

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.
9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

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

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

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

**25. I.B. VERIFICATION REPORT AND SECURITY REVIEW:**

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

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

**26. SET OFF CLAUSE:**

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

**27. FURNISHING FRAUDULENT INFORMATION/DOCUMENT:**

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



**28. LIQUIDATED DAMAGES FOR DELAY IN MOBILISATIONAND/ OR COMPLETION OF WORKS ANDSERVICES:**

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 AND ON  
BEHALF OF OIL INDIA LIMITED

-----  
(Signature of Acceptor)

Date\_\_\_\_\_

Designation \_\_\_\_\_

**OIL INDIA LIMITED**  
**(A Government of India Enterprise)**  
**Duliajan, Assam**

**DESCRIPTION OF WORK/ SERVICE:** Hiring Canteen Service including Supply of Packaged drinking water at Company's Well-site Canteens for a period of 02 (two) years.

**(SOQ) Schedule of Work, Unit and Quantity**

Item No.	Description of Services	UOM	Quantity
10	Supply of Non Veg Meal	NO	1,82,400
20	Supply of Veg Meal	NO	17,280
30	Supply of packaged drinking water jar of capacity 20 ltrs	NO	46,720
40	Cost of Dispenser (Damaged/Tampered/Lost )	NO	96
50	Cost of Empty Jar ( Damaged/Tampered/Lost)	NO	192

1. Bidder must include all liabilities including statutory liabilities but excluding Service Tax in their quoted rates. 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.

2. Contractors are required to raise monthly Service Tax Invoices for reimbursement of Service Tax against the contract. In absence of Service Tax Invoices, Service Tax will not be reimbursed and the consequences of the same shall entirely rest upon the Contractor.

3. The rates shall be quoted per unit as specified in the "PRICE BIDDING FORMAT" attached under "Notes and Attachments" tab.

**4. Tenure of Agreement:** 02 (two) years from the commencement date to be mentioned in LOA.

**5. Mobilisation Period:** Mobilisation period is from the date of issue of LOA to preceding date of Contract commencement date to be mentioned in LOA.

**6. The quantities stated above are for 4 (Four) nos. of Wellsite Canteens only, which is for evaluation purpose. Bidder to state the nos. of Wellsite Canteens he/she/they bid for in the "PRICE BIDDING FORMAT" which will be either 4 (four) nos. or 8 (eight) nos.**

7. The quantity mentioned is purely for evaluation purpose only. However, payment shall be made on actuals.

**BRIEF DESCRIPTION OF SERVICE:** Hiring Canteen Service including Supply of Packaged drinking water at 08 (eight) nos. of Company's Well-site Canteens for a period of 02 (two) years.

**(A) FOR HIRING OF SERVICES FOR CATERING MEALS AT 08 (EIGHT) NOS. OF COMPANY'S WELL-SITE CANTEENS (AS AND WHEN REQUIRED BASIS) FOR A PERIOD OF 02 (TWO) YEARS:**

1. DESCRIPTION OF STANDARD WEIGHTS / UNIT / QUANTITY:

Item wise Veg/ Non Veg meals should be as under:

**VEG:**

Fine Rice - 250 gms or Chapati - 250 gm  
Fried dal - 75 gm  
Fried Veg - 100 gm  
Veg. Curry - 100 gm  
Salad/Chutney/Fried papad

**NON VEG:**

Fine Rice - 250 gms or Chapati - 250 gm  
Fried dal - 75 gm  
Fried Veg - 100 gm  
Veg. Curry - 100 gm  
Mutton/Chicken - 100 gm/ Fish - 100 gm / Eggs - 2 nos. (One item only)  
Salad/Chutney/Fried papad

2. TIMINGS FOR SERVICING MEALS:

Lunch : 10:00 AM to 12:30 PM  
Dinner : 07:00 PM to 08:30 PM

3. SCOPE OF WORK:

- a) The contractor shall provide meals (lunch and dinner) as per the schedule.
- b) The contractor shall ensure that the required number of cooks and helpers are provided to prepare the meals with proper washing, cutting and cleaning before the edible preparation. The cooked food which will be ready to be served shall be kept with proper cover, keeping it hot using specified storing articles provided for the purpose. Once the food items are ready, these shall be shifted to servicing utensils that are maintained clean and covered under hygienic condition for serving the hot food items.
- c) The contractor should ensure supply of hygienic food at the Canteen.
- d) It is also the responsibility of the contractor to keep the dining area totally clean by mopping the area with proper cleaning agent after each meal. The dining tables and chairs will also be mopped and kept clean to avoid collection of dirt, dust and flies etc.
- e) The wash basins, water coolers, geysers, servicing utensils and kitchen equipment will also have to be kept clean and dust free.
- f) The cooking and preparation areas including trays will have to be washed after the completion of the activities every day. The contractor should ensure that there is

no water logging within the premises where the dining, cooking preparation areas are located in order to stop breeding of insects, mosquito etc.

- g) The contractor should ensure to keep a check on the food prepared inside the kitchen, servicing in the dining hall and all aspects of hygiene etc.
- h) Keeping sufficient stock of food ingredients in the canteens to meet additional requirements so that there would not be any shortage of food at the time of need.

#### **4. LIQUIDATED DAMAGES:**

In the event of non-fulfilment of any contractual terms or violation of any terms of agreement /non-supply or delay in supply of meals, irregular and inferior type of ingredients, food stuff, raw materials of the eatables, the Company or the Canteen Management Committee may impose penalty up to Rs.4500.00 (Rupees four thousand five hundred) only for such each cases of breach of contractual terms. The amount of penalty for such default would be recovered from the Contractor's pending bills. In case of repeated failure to maintain the contractual terms crossing the limit of 10 times in a month or higher, penal action by imposing penalty up to Rs. 7000.00 (Rupees Seven thousand) only may be imposed. DGM- Employee Relations of the Company shall be the final authority to decide the instances in which penal action is to be taken. However, the Company reserves the right to reduce or waive the extent of penalty.

5. If the contractor fails or neglects to observe or perform as per the terms and conditions of the agreement or any of them, the Company may

- a) Hold the contractor liable for all losses or damages occasioned to the Company by such failure or negligence.
- b) Hold the contractor liable to pay damage and compensation for loss and inconvenience caused by dislocation of all or any of the canteen services by sudden discontinuance, dislocation, stoppage of such running of the canteen by the contractor as laid down above and
- c) Company will have the right to take possession of the Canteen Building in possession of the contractor after breaking open lock / locks, if any, making inventory of the materials in the Canteen Building in presence of witness.
- d) Without prejudice to any other rights, the Company may have in this behalf, even under agreement or under law, the Company may terminate the agreement by giving the Contractor one month's notice in writing and in such an event the Contractor shall pay to the Company losses occasioned by such premature termination.

#### **6. PAYMENT TERMS:**

- a) Monthly payment will be made on the basis of the actual number of meals consumed during the period on submission of coupons signed by the Company employees along with Regn. No. / OIL ID.
- b) The cost of commercial LPG Cylinder of size 19 Kgs. Up to a maximum of 03 (three) cylinders per month per location canteen or actual, whichever is less, will be reimbursed by the Company based on actual consumption and submission of Cash Receipt from the authorized Gas Agency.
- c) 50% of the cost of approved meal rates to be collected by the Contractor directly from Company Employees who will take meal in the Canteens. Rest of the

approved meal rates and other expenses as per the agreement will be reimbursed to the Contractor by the Company on submission of bills along with the meal coupons duly signed by the Company employees.

- d) The amount being 50% of the cost of approved meal rates collected by the Contractor directly from Company employees will have to be deposited at the Cash Office of the Company and the Cash Deposited Receipt to be enclosed with the monthly bills for reimbursement.

**7. SPECIAL TERMS AND CONDITIONS (FOR SUPPLY OF MEALS:**

- a) The services for catering meals in 8 (eight) nos. of well-site canteens will be split into two contracts (each with Four nos. canteens together) and awarded to two bidders.
- b) The SUPPLY OF COMMODITIES: The Contractors shall make his own arrangements for supply of all commodities to the Canteen including their staff etc.
- c) CROCKERY, FURNITURE ETC.: The Company shall provide crockery /cutlery / utensils and furniture as listed, free of cost on loan basis to the Contractor. All the items in good condition should be handed over to OIL after completion of the contract. However, replacement of lost / damaged utensils shall be the responsibility of the contractor.
- d) Meal Coupon will be provided by the Company.
- e) Cost of maximum 03 (three) nos. of Commercial LPG Cylinders per location canteen per month or actual, whichever is less, will be reimbursed to the Contractor by the Company on actual rate basis on submission of Cash Receipt from authorized Gas Agency.
- f) Transport for shifting Well-site Canteen materials from one location to another location will be provided by OIL to the Contractor.
- g) The bidder will be responsible and will undertake to pay wages to his contract labourers at time and at the rate not less than the prevailing rate of minimum wages as notified by the Central Government Labour authorities. While quoting, bidder shall take into consideration of this point.
- h) 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 during the period of the contract. Such Statutory increase in the wage rates of Contract Labour shall be borne by the contractor.
- i) The bidder must have an office at Duliajan for day to day communication with concerned departments during the contractual period.
- j) The onus of providing accommodation, medical facilities, periodical health check-up, food etc. to the personnel engaged by the contractor shall lie on the bidder.
- k) While quoting, the bidder must take into consideration all statutory laws for minimum wages, taxes, duties, PF, etc. as per State /Central Government laws applicable from time to time.
- l) The contractor should ensure supply of hygienic food at the Canteen. The Contractor should also arrange for Periodical Medical Examination of his personnel

engaged for canteen services and submit their medical reports to the Company as and when asked for.

- m) The contractor shall deploy local people in all works.
- n) The Contractor shall not engage minor labour below 18 years of age under any circumstances.
- o) The Contractor shall arrange himself police verification regarding character and antecedents of contract labourers engaged for canteen services and also arrange their Identity Card / Permit Pass to enter into protected areas of the Company for providing canteen meal services including drinking water.
- p) The Contractor should ensure deployment of personnel competent enough to maintain quality and specified quantity of meals to be supplied to the employees. It should also be ensured that decency and decorum is maintained while serving meals.
- q) In case of death of any personnel engaged by the contractor during the contractual period, then contractor has to bear all the expenses to be paid to the deceased personnel as statutorily required.

**(B) FOR HIRING OF SERVICES FOR SUPPLYING PACKAGED DRINKING WATER TO DRILLING WELL-SITES CANTEENS:**

Supply of packaged drinking water in 20 (twenty) Liters capacity jars / refills every day to drilling well-site canteens of Oil India Limited. Most of these well-site canteens are located in the vicinity of 100 Kilometers from Duliajan, Assam. The packaged drinking water must conform to the standards IS 14543 (as amended from time to time by the Bureau of Indian Standards). The containers in which the water is supplied must conform to the standards of IS: 15410 (as amended from time to time by the Bureau of Indian Standards).

**a) TECHNICAL SPECIFICATIONS (FOR DRINKING WATER SUPPLY):**

1. Supply of packaged water jars at well-site canteens shall be made available round the clock for 24 hours as per requirement of OIL.
2. In case of emergency situation like bandh etc., supply of packaged water jars to well site canteens shall also be made available.
3. Initially the supplier shall provide 4 (four) nos. Dispensers for each drilling location canteen free of cost. All the dispensers should be supplied with a metallic stand.
4. Additional dispensers are to be supplied as and when advised by OIL and it will be reimbursed. The Bidder has to mention the cost of one Dispenser in their offer.
5. The supplier will have to keep stock for at least three days requirements in each well-site canteen. However, OIL is the custodian and will provide the space for storing within the well-site canteen.
6. Jars damaged due to normal wear and tear are to be replaced with new ones at free of cost. In case of lost, mutilated or damaged under OIL's custody, OIL will reimburse the same. Bidder has to mention the cost of each empty pet jar in their offer.
7. The packaged water jars are to be supplied at well-site canteen by the supplier and transported in fully covered vans so as to avoid any contact of jars with dust/impurities/other contaminating substances etc. The contractor shall make necessary

arrangement to ensure timely replacement of refills and OIL will not give any assistance in terms of men and material.

8. As and when required, the supplier will be asked by OIL to provide test certificate from BIS recognized testing lab regarding conformity of specification laid down vis-à-vis that of the supplied packaged water at his own cost. OIL reserves the right to collect one or more samples at any time and get the water quality tested at OIL's own lab or the BIS approved lab.

9. Supplier will provide a twenty-four (24) hour emergency telephone number to OIL's representative in case of any correspondences pertaining to supply of packaged water jars.

**b) SPECIAL CONDITIONS (FOR DRINKING WATER SUPPLY):**

1. Approximate consumption of packaged Drinking water is around 128 Nos. of 20 liters capacity jars per day. However, payment will be made for the actual quantity supplied by the Contractor.

2. The Supplier will have to be able to supply the packaged drinking water jars within twelve hours after receiving the demand call from concerned official of OIL.

3. The bidder shall stock sufficient quantity of packaged water for at least 3 days requirement at their well-site canteens.

4. The packaged water jars are to be supplied at drilling location canteens or any other specified locations by the bidder and transported in the fully covered vehicle so as to avoid any contact of jars with dust etc.

5. On replenishment, the empty jars will have to be collected back by the bidders immediately from the location canteens.

6. The bidder is required to comply with all applicable statutory laws, rules & regulations and orders issued by the concerned authorities of local, State and Central Govt. from time to time.

7. The successful bidder has to start the supply within 7 days from the date of issue of work order.

8. Packaged drinking water shall be packaged in clean, hygienic, colorless, transparent and tamperproof jars/containers. The containers in which the water is supplied must conform to the standards of IS: 15410 (as amended from time to time by the Bureau of Indian Standards).

9. To ensure tight and impervious sealing, the PVC caps should be used. The container may be held upside down to check for any leakage. Leaked containers will be rejected. The container will also be visually inspected for any suspended foreign particles. Such checking will be carried out at each well-site canteen at the time of delivery and will be certified by OIL's authorized person. OIL will not bear any cost of water and transportation for such rejected water jars. Jars / containers with shortage of quantity (less than 20 Liters) will also be rejected.

10. The filled water jars should be wrapped in a plastic liners / bags. Every time new liners / bags should be used.

11. Batch No. and date of packaging / manufacturing should be printed on each jar / label provided on the jar by the manufacturing Company and manufacturing date should not be more than 2 months from the date of supply.

12. Contractor should ensure that the BIS certificate pertaining to supplied packaged water is valid during the currency of the contract and, as & when asked, furnish the BIS certificate to OIL. In case the supplier fails to submit valid BIS certificate, then the bills will not be certified for payment and OIL reserves the right to terminate the contract in that situation.

13. The successful bidder must have an office for the distribution of packaged drinking water at Duliajan.

14. Payment will be released on monthly basis after the receipt of the bills/invoices. The bills/invoices will have to be supported with a copy of delivery challans duly signed by authorized OIL personnel.

15. Advance payments shall not be made under any circumstances.

16. PENALTY: In case of any failure / default in supply of packaged water jars within 48 (Forty eight) hrs from the date of individual order placed to any site, this would entail recovery of an amount equivalent to the cost of one day consumption of that site (320 liter for one drilling well-site canteen) as penalty for each day of default. In case supplier does not supply water continuously for 7 days, OIL reserves the right to terminate the contract without assigning any reason.

### **C. SCHEDULE OF RATES**

The bidders must quote the rates in the Price Bid Format.

### **D. GENERAL HSE POINTS FOR 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 (namely; the person employed by him, the equipment, the environment, etc.) under the jurisdiction of the district of that state where it is operating.

2. Every person deployed by the contractor 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. 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 use the proper PPE while at work. All safety gears as necessary are to be provided to the working personnel before commencement of the work.

3. 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.

4. 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.

5. Any compensation arising due to accident of the contractor's personnel while carrying out the job, will be payable by the contractor.



6. The contractor shall report all incidents including near miss to Installation Manager / Departmental Representative of the concerned department of OIL.
7. The contractor shall 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.
8. 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.
9. The contractor shall arrange daily tool box meeting and regular site safety meetings and maintain records.
10. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.
11. 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.
12. 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.
13. Contractor's arrangements for health and safety management shall be consistent with those for the company.
14. 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.
15. 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.
16. The contractor shall avoid frequent change of his contractual employees as far as practicable.
17. For any HSE matters not specified in the contract document, the contractor will abide by the relevant and prevailing Acts/rules/regulations/ pertaining to Health, Safety and Environment.

**To,  
GM-CONTRACTS  
OIL INDIA LIMITED  
DULIAJAN-786602**

**SUB: SAFETY MEASURES**

**Description of work/service:** Hiring Canteen Service including Supply of Packaged drinking water at 08 (eight) nos. of Company's Well-site Canteens for a period of 02 (two) years.

Sir,

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

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

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

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

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

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

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

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

d) We hereby accept the responsibility for the safety of all the personnel engaged by us and for the safety of the Company's personnel and property involved during the course of our working under this contract. We would ensure that all the provisions under the Oil Mines Regulations, 1984 and other safety rules related to execution of our work would be strictly followed by our personnel. Any violation pointed out by the Company's Engineers would be rectified forthwith or the work suspended till such time the rectification is completed by us and all expenditure towards this would be on our account.

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

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

g) We shall abide by the following HSE (Health, Safety & Environmental) POINTS:

**GENERAL HEALTH, SAFETY & ENVIRONMENT (HSE) POINTS:**

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

2. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and company PPE schedule. Safety appliances like protective footwear, Safety Helmet and Full Body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available. But in turn, OIL will recover the actual cost of the items by deducting from Contractor's Bill. . However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

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 Centers as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.
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.

(Seal)

Yours Faithfully,

Date\_\_\_\_\_

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

FOR & ON BEHALF OF CONTRACTOR

**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 Canteen Service including Supply of Packaged drinking water at 08 (eight) nos. of Company's Well-site Canteens for a period of 02 (two) years"**.

**(IFB No. CDI3582P17)**

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: .....

**CERTIFICATE OF ANNUAL TURNOVER & NET WORTH**

TO BE ISSUED BY PRACTISING **CHARTERED ACCOUNTANTS' FIRM** ON THEIR  
LETTER HEAD

**TO WHOM IT MAY CONCERN**

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

<b>YEAR</b>	<b>TURN OVER</b> In INR (Rs.) Crores	<b>NET WORTH</b> In INR (Rs.) Crores

Place:

Date:

Seal:

Membership Code & Registration No. :

Signature

**BID FORM**

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

**Sub: IFB No. CDI3582P17**

Gentlemen,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for 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 7.5% ~~(initial security deposit along with acceptance of contract is to be deposited for 2.5% and remaining 5% is to be recovered from running account bill) / 10% of annualized contract value in case of contract is more than 1 year / 10% of contract value in case of contract is equal to or less than 1 year~~ 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 \_\_\_\_\_ 20\_\_.

**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.

**LETTER OF AUTHORITY FOR ATTENDING BID OPENING**

TO  
**GM – CONTRACTS**  
OIL INDIA LIMITED  
P.O. Duliajan - 786 602  
Assam, India

Sir,

Sub: OIL's IFB No. CDI3582P17

I / We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_ (Name and address) as authorized to represent us during bid opening on our behalf with you against IFB Invitation No. **CDI3582P17** for **“HIRING CANTEEN SERVICE INCLUDING SUPPLY OF PACKAGED DRINKING WATER AT 08 (EIGHT) NOS. OF COMPANY’S WELL-SITE CANTEENS FOR A PERIOD OF 02 (TWO) YEARS”**.

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

Yours Faithfully,

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

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

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

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

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

**DETAILS OF BIDDER**  
**(WHEREVER APPLICABLE, TO BE FILLED BY THE BIDDER)**

<b>a.</b>	<u>Name of the Bidder / Firm:</u>		
<b>b.</b>	<u>Registered postal address with PIN code:</u>		
<b>c.</b>	<u>Telephone No:</u>		
<b>d.</b>	<u>Mobile No:</u>		
<b>e.</b>	<u>E-mail ID:</u>		
<b>f.</b>	<u>Fax No:</u>		
<b>g.</b>	<u>Contact Person:</u>		
<b>h.</b>	<u>Contact person's contact No:</u>		
<b>i.</b>	<u>PAN No:</u>		
<b>j.</b>	<u>Bidder's Bank details:</u>	Name:  Address:  A/c Type:  A/c No.:  IFSC/RTGS Code:  NEFT Code:	
<b>k.</b>	<u>EMD / Bid Security Details:</u>		
	EMD / Bid Security Deposited vide: (Tick ✓ whichever is applicable)	ONLINE PAYMENT	BANK GUARANTEE (BG)
	EMD Instrument No. & Date:		
	Validity of BG: (If EMD submitted vide BG)		
	Name & Address of EMD issuing Bank / Branch (only in case of EMD submitted in the form of BG)		
<b>l.</b>	<u>VAT Regn. No.</u>		
<b>m.</b>	<u>Service Tax Regn. No.</u> (If not available then to be submitted on issuance of LOA)		
<b>n.</b>	PF code no. (Or a declaration by the applicant that provisions of Provident Fund Act is not applicable to them. In case P.F. is required to be deposited later on, the same will be deposited by the bidder)		
<b>o.</b>	Vendor code with OIL (if available)		

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

Name in Block letters \_\_\_\_\_

For M/S. \_\_\_\_\_

**STANDARD FORMAT OF PERFORMANCE SECURITY (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 thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way cease us from any liability under this guarantee, and we hereby waive notice of such change, addition or modification.

This guarantee is valid until the \_\_\_\_\_ 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:

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 \_\_\_\_\_

**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	STATE 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>



**FORM 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:  
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.

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_ day of \_\_\_\_\_ between Oil India Limited, a Government of India Enterprise, incorporated under the Companies Act 1956, having its registered office at Duliajan in the State of Assam, hereinafter called the "Company" which expression unless repugnant to the context shall include executors, administrators and assignees on the one part, and M/s. \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include executors, administrators and assignees on the other part,

WHEREAS the Company desires that Services \_\_\_\_\_ (brief description of services) should be provided by the Contractor as detailed hereinafter or as Company may requires;

WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc. in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said services for the Company as per Section-II attached herewith for this purpose and

WHEREAS, Company had issued a firm Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ based on Offer No. \_\_\_\_\_ dated \_\_\_\_\_ submitted by the Contractor against Company's IFB No. \_\_\_\_\_. All these aforesaid documents shall be deemed to form and be read and construed as part of this agreement/contract. However, should there be any dispute arising out of interpretation of this contract in regard to the terms and conditions with those mentioned in Company's tender document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the contract shall be authorized solely by an amendment to the contract executed in the same manner as this contract.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows -

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. In addition to documents herein above, the following Sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this agreement viz.:

- |                 |   |
|-----------------|---|
| (a) Section-I   | indicating the General Conditions of this Contract; |
| (b) Section-II  | indicating the Terms of Reference;                  |
| (c) Section-III | indicating the Special Terms & Condition;           |
| (d) Section-IV  | indicating the Schedule of Rates.                   |

3. In consideration of the payments to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Contract.

4. The Company hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS thereof, each party has executed this contract at Duliajan, Assam as of the date shown above.

Signed, Sealed and Delivered,

For and on behalf of  
Company (Oil India Limited)

for and on behalf of Contractor  
(M/s. \_\_\_\_\_)

Name:

Name:

Status:

Status:

In presence of

In presence of

1.

1.

2.

2.

**ON THE OFFICIAL PAD OF THE BIDDER TO BE EXECUTED BY THE AUTHORIZED  
SIGNATORY OF THE BIDDER**

**UNDERTAKING**

**Ref Clause No. 1.0 (D) of the Bid Evaluation Criteria of the Tender**

I/We ..... the authorized signatory(s) of ..... (Company or firm name with address) do hereby solemnly affirm and declare as under:-

1. That, my/our Company/Firm has participated in the Tender IFB No. ....
2. That, the Clause-1.0 (D) of the Bid Evaluation Criteria of the Tender requires the bidder to submit an undertaking to provide Packaged Drinking Water from IS:14543:2004 (or as amended from time to time by BIS) approved manufacturer with IS:14543 mark printed on the PET jar which conforms to the standards of IS: 15410 (or as amended from time to time by the Bureau of Indian Standards) during the currency of the contract.
3. That, the event of award of the contract, I hereby undertake to provide Packaged Drinking Water from IS:14543:2004 (or as amended from time to time by BIS) approved manufacturer with IS:14543 mark printed on the PET jar which conforms to the standards of IS: 15410 (or as amended from time to time by the Bureau of Indian Standards) during the currency of the contract.
4. That, the statements made in above paras are true to the best of my/our knowledge and belief. That in case, any of the above statement is found to be false/incorrect/misleading at any point of time during the currency of the contract, OIL shall be at liberty to initiate necessary action against the Company/Firm in terms of the Contract/Tender.

Place:.....

Date:.....

SIGNATURE OF THE DECLARANT

**E-TENDER NO. CDI3582P17****TECHNICAL EVALUATION SHEET FOR BEC-BRC**

Sl. No.	Clause No of BEC/BRC	Description	Bidders Remarks (Complied / Not Complied / Deviation)	Bidder to indicate the following to support the remarks/ compliance	
				Name of File as uploaded in E-Tender portal	Relevant Page No. of the file
1	BEC Clause No. A	<b>Bidder must confirm / indicate the following in their bid:-</b> (a) Bidders must confirm to quote for full service as specified in 'Scope of Work' and 'Price bid format/Schedule of Rates'.  (b) Bidders must indicate the No. of Company's Wellsite Canteens for which services have been offered: EITHER 04 (FOUR) OR 08 (EIGHT).			
2	Notes to BEC Clause B. I)	<b>Financial Criteria:</b> Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be either of the following:  (a) For bidders quoting for 08 Nos. Company's Wellsite Canteen: Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be at least Rs. 47,56,608.00 (Rupees Forty Seven Lakhs Fifty Six Thousand Six Hundred Eight only).  (b) For bidders quoting for 04 Nos. Company's Wellsite Canteen: Annual Turnover of the bidder in any of preceding 3 financial / accounting years from the original bid closing date should be at least Rs. 23,78,304.00 (Rupees Twenty Three Lakhs Seventy Eight Thousand Three Hundred Four only).			
3	BEC Clause No. B. II)	Net worth of the bidder should be Positive for the preceding financial / accounting year, reckoned from the Bid closing date.			

**TECHNICAL EVALUATION SHEET FOR BEC-BRC**

4	<b>Notes to BEC Clause No. B. II)</b>	<p>1. 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 Statement for the financial year ..... has actually not been audited so far'.</p> <p>2. For proof of Annual Turnover &amp; Net worth, any one of the following documents/ photocopies (Self Attested) 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 PROFORMA-I.</p> <p style="text-align: center;">OR</p> <p>ii) Audited Balance Sheet along with Profit &amp; Loss account.</p> <p>*In case the bidder is a Central Govt. organization / PSU /State Govt. organization / Semi-State Govt. Organization or any other Central / State Govt. Undertaking, where the auditor is appointed only after the approval of Comptroller and Auditor General of India and the Central Government, their certificates may be accepted even though FRN is not available. However, bidder to provide documentary evidences for the same.</p>			
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**E-TENDER NO. CDI3582P17****TECHNICAL EVALUATION SHEET FOR BEC-BRC**

<b>5</b>	<b>BEC Clause No. C</b>	<b>Technical Criteria:</b> 1) The Bidder must have experience of at least one SIMILAR WORK of minimum 2 (Two) years duration. The service shall be continuous in nature without any break and shall be in the previous 7 (seven) years to be reckoned from the original bid closing date.			
<b>6</b>	<b>Notes to BEC Clause No. C</b>	1. "SIMILAR work" mentioned above means - Experience of running a Canteen / Catering services in PSU/Central Govt./State Govt. organisation / Public Limited Company / University.  2. For proof of requisite experience, the following documents/photocopies must be submitted along with the bid:- i) Purchase order / Work order / Contract document  AND ii) Certificate issued by PSU/Central Govt. / State Govt. organisation / Public Limited Company / University in previous 7 (seven) years reckoned from the original bid closing date, showing: a. Gross value of the job done and b. Nature of Job done, c. Time period covering the duration as per NIT.  3. A job executed by a bidder for its own organization / subsidiary cannot be considered as experience for the purpose of meeting BEC.  4. If the prospective bidder is executing work which is still running and the contract period executed on continuous basis, prior to due date of bid submission is equal to or more than the minimum prescribed period in the BEC, such experience will also be taken in to consideration provided that the bidder has submitted last certificate of payment along with work order of the running contract.			
<b>7</b>	<b>BEC Clause No. D</b>	The Bidder should provide an undertaking (as per Proforma - IX attached) along with the bid to the effect			



**E-TENDER NO. CDI3582P17****TECHNICAL EVALUATION SHEET FOR BEC-BRC**

		that in case of award of contract, he/she/they will provide Packaged Drinking Water from IS:14543:2004 (or as amended from time to time by BIS) approved manufacturer with IS:14543 mark printed on the PET jar which conforms to the standards of IS: 15410 (or as amended from time to time by the Bureau of Indian Standards).			
<b>8</b>	<b>BEC Clause No. F</b>	Bidders are required to quote for all the items as per Price Bid Format, otherwise the offer of the bidder will be straightway rejected.			
<b>9</b>	<b>BRC Clause No. B</b>	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.			
<b>10</b>	<b>BRC Clause No. C</b>	<p>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.</p> <p><b>Note:</b> In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 150 days from the date of Technical bid opening.</p>			
<b>11</b>	<b>BRC Clause No. I</b>	Bidders must quote clearly and strictly in accordance with the price schedule outlined in Price Bidding Format attached under "Notes and Attachments" tab in the main bidding engine of OIL's e-Tender portal; otherwise the bid will be rejected. All other techno-commercial documents other than price details to be submitted with Un-priced Techno-Commercial Bid as per tender requirement in the c-Folder link (collaboration link) under "Technical RFx Response" Tab Page only.			
<b>12</b>	<b>BRC Clause No. J</b>	Bidder must accept and comply with the following provisions as given in the Tender Document in toto, failing which offer will be rejected:			

**E-TENDER NO. CDI3582P17****TECHNICAL EVALUATION SHEET FOR BEC-BRC**

		(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			
<b>13</b>	<b>BRC Clause No. K</b>	There should not be any indication of price in the Un-priced Techno-Commercial Bid. A bid will be straightway rejected if this is given in the Un-priced Techno-Commercial Bid.			
<b>14</b>	<b>BRC Clause No. L</b>	Bid received with validity of offer less than 120 (one hundred twenty) days from the date of Technical Bid opening will be rejected.			
<b>15</b>	<b>BRC Clause No. M</b>	The Integrity Pact is applicable against this tender. OIL shall be entering into an Integrity Pact with the bidders as per format enclosed vide Part-VI of the tender document. This Integrity Pact proforma has been duly signed digitally by OIL's competent signatory. The proforma has to be returned by the bidder (along with the Un-priced Techno-Commercial Bid) duly signed (digitally) by the same signatory who signed the bid, i.e., who is duly authorized to sign the bid. Uploading the Integrity Pact with digital signature will be construed that all pages of the Integrity Pact has been signed by the bidder's authorized signatory who sign the Bid.			