



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

Rajasthan Project

2-A, Saraswati Nagar,
District Shopping Centre
Basni, Jodhpur – 342 005
Rajasthan, India.
Phone -0291-2729466
Fax : 0291- 2727050
Email: mat_rp@oilindia.in

Date: 24.08.2016

FORWARDING LETTER

Sub: Comprehensive Annual Maintenance Contract for HVAC system at Oil House, Jodhpur.

1.0 OIL INDIA LIMITED (Rajasthan Project) invites ON-LINE Bids from Indigenous bidders for above mentioned works under Single Stage Composite -Bid System through its e-Procurement site. For your ready reference, few salient features (Covered in details in this bid document) are highlighted below.

- i) OIL's Tender No. : CJI2265 P17 dated 24.08.2016.
- ii) Tender Fee : Rs 1000.00/-
- iii) Type of Bid : **Single Stage Composite Bid System**
- iv) Bid Closing Date & Time : 04.10.2016 ;11:00 hrs (IST) on
- v) Bid Opening (Technical) Date : 04.10.2016 ;15:00 hrs (IST) on
- vi) Bid Opening Place : Office of the Chief Manager (M&C)
- vii) Amount of Bid Security : INR 37,000.00/-
- viii) Amount of Performance Security: 8 % of the order of individual release order in addition to retention of Bid security amount.
- ix) Mobilization Time : One month after issue of Letter of award.
- x) Penalty: : In case the contractor fails to attend any report within 24 Hrs. from the time of reporting a penalty of Rs. 500/- per day will be levied.
- xi) Duration of Contract : 24(twenty four) months.

2.0 We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,
OIL INDIA LIMITED

(P.C.MAZUMDAR)
CHIEF MANAGER (M&C)
FOR EXECUTIVE DIRECTOR (RP)

SECTION – I

INVITATION FOR BIDS

- 1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from Indigenous Service Providers / Contractors for the following services under Single Stage Composite Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>
- 1.1 Tender No. : CJI2265P17 dated 24.08.2016.
- 1.2 Bid Closing Date : 04.10.2016
& Time : (11:00 Hrs. IST)
- 1.3 Tender Fee : INR 1000.00/-
- 1.4 Bid Security : INR 37,000.00/-
- 2.0 **Description of Services: Comprehensive Annual Maintenance Contract for HVAC system at Oil House, Jodhpur.**
- 3.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) along with the non-refundable Tender Fee (excepting PSUs and SSI Units registered with NSIC) in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2-A, SARASWATI NAGAR, DISTRICT SHOPPING CENTRE, BASNI, JODHPUR-342005, RAJASTHAN (INDIA) between **05.09.2016** and **27.09.2016** i.e., one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. Details of the NIT can be viewed using "Guest Login" provided in the e-procurement portal. The link to e-procurement portal has also been provided through OIL's website www.oil-india.com.
- 4.0 OIL reserves the right to refuse issue of User Id & Password to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.
- 5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

-: Please visit us at www.oil-india.com:-

(END OF SECTION – I)

SECTION – II

INSTRUCTIONS TO BIDDERS

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

1.1 Prospective Bidders may interact with Company's Civil Engineering Department at Jodhpur during working hours to understand the existing facilities, actual requirements and the desired level of services etc., before submitting their bids.

A. BIDDING DOCUMENT / TENDER DOCUMENT

2.0 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) Oil India Limited 's Tender No.
- (ii) Bid closing date and time.
- (iii) Bid opening date, time and place.
- (iv) The amount of Bid Security.
- (v) The amount of performance guarantee.
- (vi) Quantum of liquidated damages for default in timely mobilization.

- (b) Invitation for Bids (Section - I)
- (c) Instructions to Bidders (Section - II)
- (d) General Conditions of Contract (Section - III)
- (e) Special Conditions of Contract (Section - IV)
- (f) Bid form & Price Schedule details (Section - V)
- (g) The Bid Security Form (Section - VI)
- (h) The Performance Security Form (Section - VII)
- (i) The Contract Form of Agreement (Section - VIII)
- (j) Bid Evaluation Criteria/Bid Rejection Criteria (BEC/BRC) (Section - IX)
- (k) General HSE Points (Appendix-A)
- (l) Procedure for obtaining labour license-(Appendix-B)

2.1 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required as per the Bid Document or submission of a bid not substantially responsive to the Bid Document in all respect will be at the Bidder's risk & responsibility and may result in rejection of their bids.

3.0 AMENDMENTS TO BIDDING DOCUMENT:

3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.

3.2 The Addendum will be uploaded in OIL's e-Portal in the C-folder under tab "Amendments to Tender Documents". Prospective Bidders, shall be intimated about the amendments through e-

mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

The bidder should submit their offer under single stage composite bid system i.e., only a single Techno-Commercial Bid comprising of the following documents.

- (i) Complete technical details of the services etc.
- (ii) Documentary evidence establishing Bidder's eligibility as per BEC/BRC defined in Section – IX.
- (iii) Bid Security (Scanned Copy) furnished in accordance with Para 10.0 below.
- (iv) Statement of compliance as per **Proforma – I** of Section – IX .
- (v) Bid Form & Price Schedule Details as per Section – V and **Proforma – II** of Section IX.
- (vi) All other Annexure, Proforma and Documents as required in the Tender

6.0 BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Document vide Section – V & Proforma-II in Section – IX respectively.

7.0 BID PRICE:

- 7.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per format (PROFORMA-II of Section-IX) available in OIL's E-Portal.
- 7.2 Price quoted by the Successful Bidder must remain firm throughout its performance of the Contract and is not subject to variation on any account, including extension period, if any.
- 7.3 All duties and taxes including Corporate income taxes and other levies payable by the Contractor **including Service Tax** under the Contract for which this Bid Document is issued, shall be included in the rates, prices and total Bid Price submitted by the bidder, and the evaluation and comparison of bids shall be made accordingly

8.0 CURRENCIES OF BID AND PAYMENT:

As the tender is issued only to the indigenous (domestic) Bidders, rates must be quoted in Indian Rupees only and payment will accordingly be made in Indian rupees.

9.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY & QUALIFICATIONS

These are listed in Bid Rejection Criteria vide Section –IX of the Bidding document

10.0 **BID SECURITY:**

- 10.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur-342 005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number and the Description work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the Bid on e-portal.
- 10.2 Pursuant to Para 5.0 above, the Bidder during online submission of its bid shall furnish as part of its Technical unpriced Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".
- 10.3 The Bid Security is required to protect the Company against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to sub-para 10.8 below.
- 10.4 The Bid Security shall be denominated in the currency of the Bid or another freely convertible currency, and shall be in the following forms:-
- a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Section-VII for the format) and valid for **60 days beyond the validity of the Bid**. The bank guarantee/Letter of Credit should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.
 - b) A Cashier's Cheque or Demand Draft drawn on "OIL INDIA LIMITED" and payable at Jodhpur, Rajasthan (India).
- 10.5 Any Bid not secured in accordance with above-mentioned subparagraphs 10.1 to 10.4 will be rejected by Company as non-responsive, except those are exempted.
- 10.6 Unsuccessful Bidder's Bid Security will be discharged and/or returned immediately after finalisation of the Tender by Company or latest by within 30 days of expiry of the period of bid validity.
- 10.7 Successful Bidder's Bid Security will be discharged upon the Bidder's signing of the contract and furnishing the Performance Security.
- 10.8 The Bid Security will be forfeited:
- (a) If any Bidder withdraws their bid during the period of bid validity (including any subsequent extension) specified by the Bidder on the Bid Form, or
 - (b) If a Successful Bidder fails:
 - i) To sign the contract within reasonable time and within the period of bid validity, and /or,
 - ii) To furnish Performance Security.
 - iii) To mobilize and/or to commence the assigned jobs within stipulated time frame.

NOTE : Public Sector Undertakings and Small Scale Units registered with NSIC/Directorate of Industries are exempted from submitting bid securities against this tender.

11.0 **PERIOD OF VALIDITY OF BIDS:**

- 11.1 Bids shall remain valid for 120 days after the date of bid opening prescribed by the Company.
- 11.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (by Fax or E-mail). A Bidder may refuse the request without forfeiting their Bid Security. A Bidder granting the request will neither be required nor permitted to modify their bid but shall arrange suitable validity extension of their bid security provided under para 10.0 above.

12.0 **FORMAT AND SIGNING OF BID:**

As the Bids are to be submitted ONLINE with digital signature, manual signature is not required

C. **SUBMISSION OF BIDS:**

13.0 **ONLINE SUBMISSION :**

- 13.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India in presence of authorized representative of the bidder.
- 13.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid Format . All other techno-commercial documents other than the cost details to be submitted with “unpriced” bid as per tender requirement placed in the “un-priced” bid folder. No rate/price should be entered in Technical Bid, otherwise the offer will be rejected.
- 13.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 13.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of “Class-3” with Organization name, the bid will be rejected.
- 13.5 The Tender is invited under SINGLE STAGE COMPOSITE -BID SYSTEM. Therefore, the Bidder has to submit both the “TECHNICAL” and “COMMERCIAL” bids through electronic form in OIL’s e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. The Technical Bid is to be submitted as per Scope of Work & Technical Specifications defined in the Tender and the Commercial Bid as per the online Price Bid Format.
- 13.6 Bidder should ensure that Technical Bid is uploaded in the Technical RFx Response-> User -> Technical Bid Tab Page only. Please go through the help document provided in OIL’s e-Portal in details before uploading the document.

NB : All the Bids must be digitally signed using “Class-3” digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed

Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

- 13.7 Rates/Prices must be quoted/maintained in the “online price Bid Format” only. OIL will consider the rates/prices quoted in the “online price Bid Format” only.
- 14.0 Timely submission of online bids is the responsibility of the Bidders. The Bid alongwith all annexures and copies of documents should be submitted in e-form only through OIL’s e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005 India so as to reach before the scheduled Bid Closing Date and Time of the Tender.
- (i) The Original Bid Security
 - (ii) Power of attorney for signing the bid document.
 - (iii) Other documents required to be submitted in original as per tender requirement, if any.
- 15.0 DEADLINE FOR SUBMISSION OF BIDS :
- 15.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 15.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.
- 16.0 EXTENSION OF BID SUBMISSION DATE/TIME:
- 16.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.
- 16.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.
- 17.0 FORMAT OF BID SUBMISSION:
- 17.1 Bids to be submitted online at OIL’s E-PORTAL. Detailed instructions are available in “HELP DOCUMENTATION” in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.
- 17.2 The Bid Security (Scanned Copy) mentioned in para 10.0 above should be uploaded with the Technical Bid.
- 17.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document.

18.0 LATE BIDS:

Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. Company will not be responsible for any failure to upload the Bids due to last minute rush.

19.0 MODIFICATION AND WITHDRAWAL OF BIDS :

- 19.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/ correction, the Bidder has to request CHIEF MANAGER (M & C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/ correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.
- 19.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to Company prior to bid closing without forfeiting their Bid Security.
- 19.3 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

20.0 BID OPENING AND EVALUATION

- 20.1 Company will open the Bids, including submission(s) made, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorized letter from the bidder at the time of opening of tenders. Unless this Letter is presented, the representative will not be allowed to attend the opening of tenders. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. Only one representative against each bid will be allowed to attend.
- 20.2 Bid (if any) for which an acceptable notice of withdrawal has been received shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished, documents have been properly signed and the bids are generally in order.
- 20.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, rates/costs quoted and such other details as the Company may consider appropriate.
- 20.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with above sub-clauses.
- 20.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 20.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way

the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.

- 20.7 A Bid determined as not substantially responsive will be rejected by the Company and can not subsequently be made responsive by the Bidder through correction of the non-conformity.
- 20.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 20.9 The Company will examine the Bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 20.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

21.0 EVALUATION AND COMPARISON OF BIDS :

The Company will evaluate and compare the commercial bids as per Bid Evaluation Criteria (Section- IX) of the tender document to establish inter-se-ranking of bidders.

22.0 CONTACTING THE COMPANY :

- 22.1 Except as otherwise provided in para 18.0 & 19.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 22.2 An effort by a Bidder to influence the Company officials in bid evaluation, bid comparison or Contract award decisions, may result in rejection of their bid.

D. AWARD OF CONTRACT

23.0 AWARD CRITERIA:

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

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

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

25.0 NOTIFICATION OF AWARD:

- 25.1 Prior to the expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder in writing by registered letter or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.
- 25.2 The notification of award will constitute formation of the Contract.
- 25.3 Upon the successful Bidder's furnishing of Performance Security pursuant to Clause 31.0 herein below, the Company will promptly discharge the Bid Securities of all un-successful Bidders, pursuant to Clause 10.0 hereinabove.

26.0 PERFORMANCE SECURITY:

- 26.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount (8% of the order value of individual release order) as specified in the Forwarding Letter in the form of D/draft or Bank Gurantee as per the performance Security Form provided in the Bidding Document (Ref. Section – VII) or an irrevocable Letter of Credit (L/C) from any of the following Banks:

- i) Any Nationalised / Scheduled Bank in India OR
- ii) Any Indian branch of a Foreign Bank OR
- iii) Any reputed foreign Bank which is not a Scheduled Bank in India, provided the Bank Gurantee issued by such Bank is counter-guaranteed by any Branch situated in India of any Scheduled Bank incorporated in India.

The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

- 26.2 The performance security specified above must be valid for three (03) months beyond the expiry date of the contract covering the warranty/defect liability period of 6(six) months & time period required to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 10 % of the contract value for the extended period and also to extend the validity of the performance security accordingly.
- 26.3 Failure of the successful bidder to comply with the requirements of para 26.1 or 26.2 above shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

INVOCATION OF PERFORMANCE BANK GUARANTEE

- 26.4 In the event of Contractor failing to honour any of the commitments entered into under the contract and/or in respect of any amount due from Contractor to Company, Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.
- 26.5 Company will have the right to invoke the Performance Bank Guarantee in case the Contractor fails to mobilize the Equipment, tools and personnel etc. within the stipulated period irrespective of any reasons whatsoever.

27.0 RETENTION MONEY:

The Bid security amounting up to 2% of the estimated value of the contract will be kept as retention money towards Performance Guarantee which will be released after 3 (three) months from the date of completion of the work after adjustment of compensation or loss due to the Company for any reason.

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28.0 SIGNING OF CONTRACT:

- 28.1 At the same time as the Company notifies the successful Bidder that its Bid has been accepted, the Company will either call the successful Bidder for signing of the agreement or send the Contract Form provided in the Bid Documents, alongwith the General & Special Conditions of Contract, Technical Specifications, Schedule of Rates incorporating all the agreements between the parties.
- 28.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

(END OF SECTION – II)

SECTION – III

GENERAL CONDITIONS OF CONTRACT

MEMORANDUM OF AGREEMENT made this day of 2016 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 and Project Office at 2-A, Saraswati Nagar, Jodhpur-342005 (hereinafter called ‘The Company’) of the ONE PART and Sri carrying of business as PROPRIETOR under the firm name M/s. with their Office at in the district of aforesaid (hereinafter called “The Contractor”) of the OTHER PART.

WHEREAS, in this Agreement the following terms shall be interpreted as indicated below :

- a) The “Agreement” means the Contract entered into between the Company and the Contractor, and terms & conditions as recorded in this document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- b) The “Agreement Price” means the prices/costs/rates payable by the Company to the Contractor under the contractual obligations.
- c) The ‘Work’ means each and every activity described in the Schedule of Work/Specifications, detailed in Proforma-II.
- d) “Company” means OIL INDIA LIMITED and its executors, successors, administrators and assignees.
- e) “Contractor” means the individual or firm or Company performing the ‘work’ under this Agreement and its executors, successors and assignees.
- f) “Contractor’s personnel” means the personnel to be provided/deployed by the Contractor for due performance of the assigned work as per the Agreement.
- g) “Company Personnel” mean the personnel to be provided by the Company. The Representative/Engineer of the Company is also included in the Company’s personnel. The Company’s Representative/Engineer means the person or persons appointed and approved from time to time by the Company to act on its behalf for overall co-ordination and project management at site.
- h) “Site” means the land, installation and other places, provided and designated by the Company on which the works are to be executed by the Contractor.
- i) “Company’s item” means the equipment, materials, installations and services, which are to be provided by the Company at the expense of the Company.
- j) “Contractor’s item” means the equipment, materials and services, which are to be provided by the Contractor at the expense of the Contractor.

- k) “Commencement date” means the date on which the Contractor’s personnel starts the job as mentioned in the Agreement.
- l) “Gross negligence” as used in this Agreement shall mean ‘willful and wanton disregard for harmful, avoidable and foreseeable consequence”.

WITNESSETH :

- 1.0 (a) The Contractor hereby agrees to carry out the work set down in the Schedule of Work of this Agreement in accordance with General Specifications read in conjunction with any drawings and Special terms & conditions which forms of this of the Agreement.
- (b) In this Agreement all words and expressions shall have the same meanings as are respectively assigned to them hereinabove which the Contractor has perused and is fully conversant with before entering into this Agreement.
- 2.0 The Contractor shall provide all labour, supervision and transport and such specified materials described in Section-IV of the Agreement including tools and plants as necessary for the work and shall be responsible for all royalties and other levies and his rates shall include all incidental and contingent work which, although not specifically mentioned in this Agreement but are necessary for completion of the work in a sound manner and with good workmanship.
- 3.0 The Company’s engineer shall have power to –
 - (a) Reduce the rates at which payments shall be made if the quality of the work, although acceptable, is not upto the required standard, set forth in the Company’s standard specifications which have been perused and fully understood by the Contractor.
 - (b) Order the Contractor to remove any inferior materials from the work 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 expense.
 - (c) Order the Contractor to remove or replace any workman whom he (the engineer) considers incompetent or unsuitable. The engineer’s opinion as to the competence and suitability of any workmen 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 executions and maintenance of the works and the Contractor shall carry out and be bound by the same.
 - (e) Order deviations of this Agreement after obtaining approval from the Company’s Management. All such deviation orders shall be in writing and shall show the financial effect, if any, and whether any extra time is to be allowed. The rates to be applied for such deviation order shall be the same as those appearing in the basic Schedule of Rates of Rajasthan P.W.D. in force on the date of issue of such deviation order.
- 4.0 The Contractor shall have no claim against the Company in respect of any work which may be withdrawn, but only for the work actually completed under this Agreement. The Contractor

shall have no objection to carry out work in excess of the quantities stipulated in Proforma-II of Section-IX, if so ordered by the Company at the same rates, terms and conditions.

- 5.0 The Company reserves the right to cancel this Agreement 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 Agreement. 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 ex-party if the Contractor fails to turn up despite reasonable notice, which will be binding on the Contractor.
- 6.0 **APPLICABLE LAWS** :The Contractor hereby undertakes to indemnify the Company against all claims which may arise against the under noted Act :
- a) The Mines Act - as applicable to safety and employment conditions.
 - b) The Minimum Wages Act, 1948.
 - c) The Oil Mines Regulations, 1983.
 - d) The Workmen's Compensation Act, 1923.
 - e) The Payment of Wages Act, 1963.
 - f)The Payment of Bonus Act, 1965.
 - g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed thereunder.
 - h) The Employees Pension Scheme, 1995.
 - i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service).
 - j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952.
 - k) The Rajasthan Tax Act
 - l) Service Tax Act.
 - m) Customs & Excise Act & Rules
 - n) Rajasthan Entry Tax Act
 - o)Value Added Tax
 - p)Environment Protection Act
 - q)Public Liability Act.

or any other Acts or statutes not herein 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 labourer appointed by the Contractor. Such statutory increase in the wage rates of contract labourer shall be borne by the Contractor.

- 7.0 The Contractor shall clear away all rubbish and surplus materials from the site on completion of work and shall leave the site clean and tidy.
- 8.0 **Work Completion Time** : The Contractor must commence the work within one month of issue of Letter of Award and the work should be completed within 24(twenty four) months . Non compliance of this time schedule will call for imposition of Liquidated Damages.
- 9.0 **VALIDITY OF THE AGREEMENT:**

The Agreement shall remain valid for a period of 24(twenty four) months from the date of commencement of work as issued in work order or completion of works whichever is later.

10.0 **SCHEDULE OF RATES :**

Payment to the Contractor will be made against work completed by them at the rates

entered in the Schedule of Rates, Proforma-II hereof.

- 11.0 **Penalty** : In case the contractor fails to attend any report within 24 Hrs. from the time of reporting a penalty of Rs. 500/- per day will be levied.
- 12.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this Agreement the Contractor hereby agrees and undertakes not to take any direct or indirect interest and/or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations, riots, or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhood.
- 13.0 **Estimated Value of Agreement** : The total evaluated value of the Agreement (all inclusive) is estimated to be INR. (approx), but the Company shall pay the Contractor only for the actual work done at the all inclusive rates set down in the Schedule of Rates which forms part-II of this Agreement.
- 14.0 **Payment Terms** : Payment shall be made on quarterly basis against the work completed by the Contractor within 30 days from the date of receipt of undisputed bills. Taxes will be deducted at source as per the existing Act, wherever applicable.
- 15.0 The Contractor employing more than 20 (twenty) workmen on any day of the preceding 12 (twelve) 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 and regulations framed under the Contract Labour (Regulations & Abolition) Act.
- 16.0 Wages shall be paid by the Contractor to the workmen directly without the intervention of any Jamadars or Thekadars and that the Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadars from wages of the workmen.
- 17.0 The Contractor will not be allowed to construct any structure (for storage/housing purpose) with thatch, bamboo or any other inflammable materials within industrial or other fenced area of the Company.
- 18.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with Regulations 89(a) and 89(b) of the Indian Oil Mines Regulations 1984. The Company's representative shall not allow/accept those who are not provided with the same.
- 19.0 **LIABILITY:**
- 19.1 Except as otherwise expressly provided, neither the Company nor its servants, agents, nominees, shall have any liability or responsibility whatsoever to whomsoever (including the owner) for loss or damages to the equipment and/or loss or damage to the property of the Contractor and/or its sub-contractors, irrespective of how much loss or damage is caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.
- 19.2 Neither the Company nor its servants, agents, nominees, assignees, sub-contractors shall have any liability or responsibility whatsoever for injury to,

illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused unless caused by willful and gross negligence of the Company and/or its servants, agents, nominees, assignees. The Contractor shall protect, defend, indemnify and hold harmless the Company from and against such loss or damage and any suit, claim or expense resulting there from.

20.0 **FORCE MAJEURE:**

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

20.2 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.

21.0 **TERMINATION:**

21.1 **TERMINATION ON EXPIRY OF THE TERMS (DURATION)**

The contract shall be deemed to be automatically terminated on the expiry of duration of the contract (or extension, if any, thereof).

21.2 **TERMINATION ON ACCOUNT OF FORCE MAJEURE :**

Either party shall have the right to terminate the Contract on account of Force Majeure as set forth in Article 20.0.

21.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:**

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

21.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:**

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

21.5 TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:

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

- 21.6 If at any time during the term of the Agreement, breakdown of the Contractor's equipment results in the Contractor being unable to perform his obligations hereunder for a period of 7 successive days (not including Force Majeure delay) the Company at its option may terminate the Agreement 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.

21.7 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 upto the date of termination. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of the Contract that reasonably require some action or forbearance after such termination.

- 21.8 Upon termination of the Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.
- 21.9 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 15 (fifteen) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.7 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, personnel charges and other charges as per the Contract up to the date of termination.
- 21.10 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 demobilise their personnel & materials.

22.0 ARBITRATION:

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

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

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

Claim amount (excluding claim for interest and	Number of Arbitrator	Appointing Authority
------------------------------------------------	----------------------	----------------------

counter claim, if any)		
Upto Rs. 5 Crore	Sole Arbitrator	OIL
Above Rs. 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 rd Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

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

4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.

5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.

6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.

7. The arbitral tribunal shall make and publish the award within time stipulated as under :

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

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

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

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

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.

11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.

12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

22.2 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, Deptt. 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 22.1 & 22.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

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

25.0 **INSURANCE** :The Contractor shall arrange insurance to cover all risks in respect of personnel, materials and equipment belonging to the Contractor or its subcontractor during the currency of the contract.

26.0 **TAX LIABILITIES**

26.1 Tax levied as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

26.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed by them.

26.3 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by contractor shall be borne by the contractor.

26.4 **Service tax:** Service Tax as applicable shall be included in the quoted rates & payable by the contractor.

27.0 General health, Safety and Environment aspects will be as per the terms set forth in **Appendix-A**.

28.0 Procedure for obtaining Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in **Appendix-B**.

29.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

29.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, workflow, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the

performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

29.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

29.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company on completion of Contractor's performance under the Contract if so required by Company. All information obtained by Contractor in the conduct of work and the information/maps/Seismic Data/Log suites etc. provided to the Contractor shall be considered confidential and shall not be divulged by Contractor or its employees to anyone other than the Company's personnel. The various outputs/deliverables generated and the inferences and interpretations drawn as part and parcel of the work carried out under the terms of the Contract shall not be divulged by the Contractor or its employees to any other than the Company's personnel. This obligation of Contractor shall be in force even after the termination of the contract.

30.0 CHANGES:

30.1 During the performance of the work, Company may make a change in the work mutually agreed within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order (Change Order) by the Company.

30.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates and Payment (SECTION-III). Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

31.0 SUBCONTRACTING: Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Company's prior written consent. The company is in no way duty bound in allowing such a request nor does it hold any responsibility for any time loss on such account.

32.0 MISCELLANEOUS PROVISIONS:

32.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

32.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

32.3 During the tenure of the Contract, Contractor shall keep the facility and resources allocated for the services free from other work obligations of the Contractor not under the preview of this Contract.

32.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

33.0 WAIVER & AMENDMENTS: It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

34.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the deliverables and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs reasonable times for inspection by the Company's designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a weekly written report, on form prescribed by the Company showing details of work during the preceding week. The Contractor shall not, without Company's written consent allow any third person(s) access to the said records, or give out to any third person information in connection therewith.

35.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of submission of Contractor's bid, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the company/ Contractor shall reimburse/pay Contractor/company for such additional/ reduced costs actually incurred.

36.0 SET OFF CLAUSE :

36.1 Any sum of money due and payable to the Contractor (including Security Deposit refundable to them) under this or any other Agreement 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 Agreement or under any other Agreement made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

(END OF SECTION – III)

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT

- 1.0 All the equipment of the HVAC system would be offered for CAMC in good running condition.
- 2.0 All the parts including compressor, replacement of evaporator / condenser which requires repair /replacement due to normal wear and tear during the contract shall be replaced by service provider at no additional cost to OIL.
- 3.0 The contractor shall have to provide the list of their authorised personnel who would visit the site of work, OIL-HOUSE for maintenance works.
- 4.0 The contractor shall have to attend any number of breakdown calls and four quarterly preventive maintenance services during the tenure of the contract.
- 5.0 Pressure testing by Nitrogen gas, Refrigerant filling & charging of all the refrigerant circuits shall have to be carried out by the contractor to the satisfaction of the engineer-in-charge as and when required at no additional cost to OIL.
- 6.0 No transportation / conveyance charge for man & equipments would be payable to the contractor during the period of contract.
- 7.0 The contractor shall have to make reasonable efforts to give preferential attention to emergency breakdown of the equipment.
- 8.0 The payment under this contract would be done in quarterly basis on certification / approval of bills/invoice raised by the contractor.
- 9.0 This contract would not cover the repair / replacement of electricity distribution boards & MCCB/ MCB/ ELCB installed inside the power supplying LT panels for the HVAC system & masonry work if any. However, replacement of any electrical component / part either in outdoor or in indoor units shall be covered by CAMC.
- 10.0 In case the contractor fails to attend any report within 24 Hrs. from the time of reporting a penalty of Rs. 500/- per day will be levied.
- 11.0 The contract shall be deemed to be automatically terminated on expiry of duration of the contract (i.e. 24 months).

Note: The contractor shall provide all the tools & tackles instruments & equipments for maintenance to their maintenance personnel's.

(END OF SECTION – IV)

SECTION - V

BID FORM AND PRICE SCHEDULE DETAILS

(A) BID-FORM

Date :
Tender No. :
(Insert Bidder's name and address)

Gentlemen,

Having examined the General and Special Conditions of Contract, the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we, the undersigned offer to perform the services in conformity with the said conditions of Contract and Terms of Reference for the sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence the work within seven days calculated from the date of receipt of mobilization notice from Company against each call (as and when required) during the currency of the contract.

If our Bid is accepted, we will obtain the Guarantee of a Bank for sum of not exceeding 2.5% of the estimated contract value for the due performance of the Contract.

We agree to abide by the Bid for a period 120 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before expiry 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 lowest or any Bid you may receive.

Dated this Day of 2016

(Signature)

(in the capacity of)

Bidder's Name :
Bidder's Address :

(B) PRICE SCHEDULE DETAILS :

Bidders must quote their rates strictly as per format provided in Section – IX vide PROFORMA-II.

(END OF SECTION – V)

SECTION – VI

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the bidder”) has submitted his bid dated (Date)against Tender No:..... for the provision of certain oilfield services (hereinafter called “the bid”). KNOW ALL MEN by these presents that we (Name of Bank) of (Name of country) having our registered office at (hereinafter called “the Bank”) are bound unto Oil India Limited (herein after called “Company” in the sum of (.....) * for which payment well and truly to be made to Company, the bank binds itself, its successors and assignees by these presents. SEALED with the common seal of the said Bank this Day of , 2016 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified in the Form of Bid;
Or
2. If the bidder, having been notified of the acceptance of his bid by the Company during the period of bid validity:
 - fails or refuses to execute the Form of Agreement in accordance with the Instructions to bidders, if required; or
 - fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders;

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

This guarantee will remain in force up to and including the date, 180 days after the closing date for submission of bids as stated in the tender document .

DATE:

SIGNATURE OF THE AUTHORISED BANK OFFICIAL:

.....

WITNESS:

SEAL:

(Signature, Name and Address)

-
- The bidder should insert the amount of the guarantee in words and figures denominated in the currency of the Company’s country or an equivalent amount in a freely convertible currency.

(END OF SECTION - VI)

SECTION - VII

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)*

To: (Name of Company
(Address of Company

WHEREAS (Name and address of Contractor) (hereinafter called “Contractor”) had undertaken, in pursuance of Contract No..... dated 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 by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we.....(Name & address of Bank) have agreed to give the Contractor such a Bank Guarantee, now THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee)** (in words) such sum being payable in the type 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 the 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 modifications of the terms of the Contract or of 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 release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (.....)** Three months after Contract Completion.

AUTHORISED SIGNATORY OF THE BANK::.....

Name of Bank :.....

Address :.....

Date :.....

BANK’S SEAL

* Bidders are NOT required to complete this form while submitting the bid.

**An amount is to be inserted by the guarantor, representing the percentage of the Contract price specified in the Contract as per para 26.0 under Section-II

(END OF SECTION-VII)

SECTION-VIII

SAMPLE FORM OF AGREEMENT

THIS AGREEMENT is made on the day of 2016... between (name of Company) of (Mailing address of Company), hereinafter called “the Company”, of the one part and (Name of Contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (brief description of works) and has by Letter of Acceptance (date of Letter of Acceptance) accepted a bid by the Contractor for the execution, completion and maintenance of such works, now THIS AGREEMENT WITNESS as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
This Form of agreement,
The Letter of Acceptance,
The Contractor’s Bid and enclosures,
The Technical Specifications,
The Priced bill of quantities,
The Schedule of Supplementary Information,
The special Conditions of Contract and
The General conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first written above.

SIGNED, SEALED AND DELIVERED

By the said
Name _____

On behalf of the Contractor
in the presence of:

Name _____
Address _____

By the said
Name _____

On behalf of the Contractor
in the presence of:

Name _____
Address _____

* Bidders are NOT required to complete this form.

(END OF SECTION - VIII)

SECTION - IX

BID REJECTION / EVALUATION CRITERIA (BRC/BEC)

A. BID REJECTION CRITERIA

The Bid shall conform generally to the specifications and terms & conditions given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/Scope of work/Terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

1.0 TECHNICAL

1.1 Any offer which does not include all the jobs/services mentioned in the Scope of Work will be considered as incomplete and rejected.

1.2 The bidder must be OEM of L.G. Air Conditioners or Authorised Service provider of L.G. Air Conditioners of similar type.

1.3 The bidder should submit **five years experience** for carrying out CAMC for HVAC of similar capacity or higher in Government office, PSU, hospitals and any Hotels of at least three star category.

1.4 The Bidder should have experience and expertise for carrying out Comprehensive annual maintenance contract for HVAC of similar capacity as mentioned in the scope of work in any Govt. Organization /Public Limited/Private Company/Hospitals and any Hotels. During last seven years calculated up to the scheduled bid closing date, the bidder must have successfully carried out at least one similar job. Bidder's experience of having successfully completed at least one similar work costing not less than INR 9.30 Lacs. The party should furnish necessary documents in the form of experience certificate from the organization as mentioned above or a copy of contract/work order and completion certificate/payment certificate issued by the client against the said contract, failing which the offer will be rejected.

1.5 The bidder must have a minimum average annual turnover of INR 5.58 lakhs during last three completed financial years. Bidder must provide copy of their Balance Sheet and audited profit & loss account or certificates towards average annual turnover during last three years from a practising chartered accountant (bearing name & registration on number of ICA) in support of their eligibility in this regard.

1.6 **Net worth:** The bidder's networth should be positive for preceding financial accounting year. The bidder must provide a certificate from a practising chartered accountant (bearing name & registration on number of ICA) in support of this along with their bid.

1.7 Conditional offers will be rejected.

2.0 COMMERCIAL:

2.1 Bids are invited under Single Stage Composite Bid System. Bidders must submit both "Technical" and "Commercial" Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender.

2.2 Prices/Rates should be quoted in Indian Rupees and must be maintained in the "online price Bid".

- 2.3 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.
- 2.4 **Bid Security in original must reach the office of Chief Manager (M & C), Oil India Limited, Rajasthan Project, 2-A, Saraswati Nagar, District Shopping Centre, Basni, Jodhpur – 342 005, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected.** The amount of Bid Security shall be as specified in the “Forwarding Letter”. **Scanned copy of this Bid Security should also be submitted /uploaded online along with the un-priced (Technical) Bid.** Public Sector Undertakings and Firms registered with NSIC/Directorate of Industries in India are exempted from submission of bid security against this tender.
- 2.5 **Bids uploaded in OIL’s e-Tender Portal will ONLY be considered.**
- 2.6 **Bidders must quote rates in accordance with the price schedule outlined in PRICE BID FORMAT (PROFORMA-II), otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, ‘NIL’ should be mentioned against such part of work.**
- 2.7 Bids received by Company after the bid closing date and time will be rejected.
- 2.8 User ID and Password are not transferable. Offers made by bidders who have not been issued /permitted to download the bid document by the Company will be rejected.
- 2.9 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 person (s) signing the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.10 The Bids and all uploaded documents must be digitally signed using “Class 3” digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.
- 2.11 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.
- 2.12 The following Clauses with all its sub-clauses should be agreed in to, failing which the bid will be rejected.
- Performance Security Clause
 - Tax liabilities Clause
 - Insurance Clause
 - Force Majeure Clause
 - Termination Clause
 - Arbitration Clause
 - Applicable Law Clause
 - Liquidated damages clause

3.0 GENERAL:

3.1 **Proforma -I** : The Statement of Compliance should be digitally signed and uploaded along with the Technical Bid (un-priced). In case bidder takes exception to any clause of tender document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw/modify the deviation when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.

3.2 To ascertain the substantial responsiveness of the bids, Company reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarification fulfilling the BRC clauses in toto must be received on or before the deadline given by the company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradicts with other clauses of bidding document elsewhere, then the clauses in the BRC shall prevail.

3.4 The Integrity Pact (Section-X) must be uploaded in OIL's E-Procurement portal along with the Technical Bid digitally signed by the same signatory who digitally signed the Bid i.e. who is duly authorized to sign the Bid. Bids without the Integrity Pact digitally signed by the bidder shall be rejected straightway.

3.5 The Company reserves the right to cancel/withdraw the tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds of Company's action.

B. BID EVALUATION CRITERIA (BEC):

1.0 The bids conforming to the technical specifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria (BRC) will be considered for further evaluation as per the Bid Evaluation Criteria given below.

1.1 Commercial Evaluation of bids submitted by the technically qualified bidders will be done on the basis of rates quoted by them as per the enclosed Price Bid Format (**Proforma-II**) to ascertain the inter-se-ranking on total value basis considering all the items. However, it is to be clearly understood that the quantity indicated against each item therein is based on estimates/assumptions of the Company and valid for bid evaluation purpose only. Payment will be made by OIL on actual job done/studies carried out during execution of the contract.

1.2 In the event of computational error between unit rate and total price, the unit rate as quoted by the bidder in original bid shall prevail for the purpose of evaluation. Similarly, in the event of any discrepancy between words and figures, the unit rates as quoted in words shall prevail.

PROFORMA-I

STATEMENT OF COMPLIANCE
(Only exceptions/deviations to be rendered)

SECTION NO. (PAGE NO.)	CLAUSE NO. SUB-CLAUSE NO.	COMPLIANCE/ NON COMPLIANCE	REMARKS

(Authorised Signatory)

Name of the Bidder : _____

NOTE : OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated here and put in their Bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

PROFORMA – II

PRICE SCHEDULE FORMAT / PRICE BID FORMAT

Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

Sl.No.	Description	Unit	Qty.	Rate (Rs)	Total (Rs)
(1)	(2)	(3)	(4)	(5)	(6)=(4X5)
10	Comprehensive Annual Maintenance Contract for HVAC of OIL HOUSE	NO	24.00		
	TOTAL PRICE [SUM OF COLUMN (6) ABOVE]				

- Note:** 1) The estimated quantities indicated above against each item are for evaluation purpose only. Payment will be made for the actual work done/materials supplied.
- 2) Contract will be awarded on the basis of the overall lowest evaluated cost.
- 3) Rates/Amounts quoted above should be inclusive of all State Govt./Central Govt. taxes, including service tax, octroi, royalty, sales tax etc .

(END OF SECTION -IX)

GENERAL HSE POINTS

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons 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 Contractors.

2.0 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 the Company PPE schedule. Safety appliances like protect 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.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The 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

7.0 All persons deployed by the Contractor for working in 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.

8.0 The Contractor shall submit to DGMS indicating – name of his firm Registration Number, name & Address of person heading the firm, nature of work, type of deployment of work persons, No. 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.

9.0 The return shall be submitted quarterly (within 10 days) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 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 the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 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.

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

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 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.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate 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.

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

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 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.

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Labour Licence under Contract Labour (R&A) Act, 1970 & Central Rules-1971:

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid licence from Licensing Officer. To obtain licence contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for licence fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of work order,
- vi) Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Notes:

1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.
2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive licence nor any communication within a week.
3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining licence until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining licence by persuasion will be viewed seriously.

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