



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
Website: www.oil-india.com
FAX: (91)374-2803549

FORWARDING LETTER

M/s. _____

Sub: IFB No. CDI4491P18 – Comprehensive Maintenance of 2 x 55 TR capacity Central Air Conditioning Plant at MTDC for a period of 03 years.

Dear Sir(s),

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 **‘COMPREHENSIVE MAINTENANCE OF 2 X 55 TR CAPACITY CENTRAL AIR CONDITIONING PLANT AT MTDC FOR A PERIOD OF 03 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.	:	CDI4491P18
(ii)	Type of Bidding	:	Online - Single Stage-Composite Bid System
(iii)	Tender Fee	:	Rs. 1000.00 (non-refundable) (Tender fee should be paid only through the payment gateway available on OIL’s e-Tender Portal. No other mode of payment shall be accepted. Bidders claiming waiver of tender fees shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. 6.0 (A) below, before 07 (seven) days of bid closing date.
(iv)	Period of Sale	:	24.04.2017 to 16.05.2017
(v)	Bid Closing Date & Time	:	23.05.2017 at 11:00 a.m.
(vi)	Technical Bid Opening Date & Time	:	23.05.2017 at 02:00 p.m.
(vii)	Price Bid Opening Date & Time	:	23.05.2017 at 02:00 p.m.

(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	:	90 days from date of Bid Closing
(xi)	Mobilization Time	:	As defined in the tender
(xii)	Bid Security Amount	:	<p>Rs. 60,000.00</p> <p>Note:</p> <ol style="list-style-type: none"> The Bid Security should be submitted only in the form of Bank Guarantee (in specified format) issued by Nationalized/Scheduled Bank. Alternately, Bid Security can also be paid through the online payment gateway against this tender. In case of Bidder(s) submitting Bid Security in the form of Bank Guarantee, the original hard copy of Bid Security should reach the office of <u>GM-CONTRACTS</u> on or before 12.45 p.m. (IST) on the bid closing/opening date otherwise bid will be rejected. A scanned copy of Bid Security document should also be uploaded along with the Unpriced Techno-Commercial Bid documents. <p>No other mode of payment will be accepted by the Company. The Bid Security shall not earn any interest to the bidder from the Company.</p> <p>Notes: Bidders claiming waiver of Bid Security shall apply to Contracts Department, Oil India Limited, Duliajan with documentary evidence as mentioned in Para. No. 6.0 (B) below before 07 (seven) days of bid closing date. Any offer not accompanied with the Bid Security shall be treated as invalid and summarily rejected. Any subsequent deposit of Bid Security after the bid closing date shall not be permitted. Also, adjustment of Bid Security due against the instant tender, against dues from the Company or on any account shall not be permitted.)</p>
(xiii)	Bid Security Validity	:	19.09.2017
(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 03 months from date of completion of contract
(xvii)	Duration of the Contract	:	03 (three) years to be reckoned from the commencement date mentioned in the Work Order.
(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. / Not Applicable.
(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.~~

(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).

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).**

5.0 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** and **Encryption Certificate** 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 applicant's 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, 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).

6.0 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.

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 up to 03:30 p.m. 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 'Original Bid Security' (if submitted in the form of BG) which shall be submitted manually by the bidder in a sealed envelope super-scribed with OIL's IFB No./E-Tender 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.**

Additionally, following documents are to be submitted in hard form:

- a) Power of Attorney for signing the bid.
- b) Printed catalogue and Literature, if called for in the tender.
- c) 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 12.45 p.m. (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 a.m. (IST) (Server Time) on the date as mentioned and will be opened on the same day at 2.00 p.m. (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 Company reserves the right to reject any or all the tenders or accept any tender without assigning any reason.
- v) (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.
- vi) Conditional bids are liable to be rejected at the discretion of the Company.
- vii) The work may be split up amongst more than one contractor at the sole discretion of the Company.
- viii) 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 Technical Bid.

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.

- ix) 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.
- x) The Bid Security / Performance Security Money shall not earn any interest.
- xi) 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.
- xii) The contractor will be required to allow OIL officials to inspect the work site and documents in respect of the workers' payment.
- xiii) **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 put on Holiday as per the Banning Policy (available in OIL's website) of Company.
- xiv) **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 dealt as per the Banning Policy (available in OIL's website) of Company.
- xv) **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 dealt as per the Banning Policy (available in OIL's website) of Company.
- xvi) **ERRING / DEFAULTING AGENCIES:** Erring and defaulting agencies like bidder, contractor, supplier, vendor, service provider will be dealt as per OIL's Banning Policy dated 6th January, 2017 available in OIL's website: www.oil-india.com.

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- **Not Applicable**
Price Bidding Format
Proformas & Annexures

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 bidder's 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.**

xix) The tender is invited under SINGLE STAGE-COMPOSITE 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 Attachment" Tab only. Bidders to note that no price details should be uploaded in "Technical Attachment" Tab Page. Details of prices as per Price Bid format/Priced bid to be uploaded under "Notes and Attachment" Tab. A screen shot in this regard is shown below. Offer not complying with above submission procedure will be rejected as per Bid Rejection Criteria. In Bid opening, both Technical & Priced Bids will be opened.**

SCREEN SHOTS:

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

Go to this Tab **"Technical Attachment"** for Uploading "Technical Bid".

On "EDIT" Mode, bidders are advised to upload "Technical Bid" and "Priced Bid" in the respective places as indicated above:

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 Add Attachment, a browser window will open, select the file from the PC and name the file under Description, Assigned to General Data and click on OK to digitally sign and upload the File. Please click on Save Button of the Response to Save the uploaded files.

8.0 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. CDI4491P18
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 Service
 - (iii) Bid closing date and time
 - (iv) Bid opening date, time and place
 - (v) Bid submission place
 - (vi) 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** [Not applicable for this Tender]
- j) Price Bidding Format (Attached under "**Notes and Attachments**" tab in the main bidding engine of OIL's e-Tender portal).
- k) Proformas & Annexures

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

3.0 TRANSFERABILITY OF BID DOCUMENTS:

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

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

4.0 AMENDMENT OF BIDDING DOCUMENTS:

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

4.2 The Addendum will be uploaded in OIL's E-Tender Portal in the Tab "Technical RFx" and External Area – "Amendments" folder. The company may, at its discretion,

extend the deadline for bid submission. Bidders are expected to take the Addendum into account in preparation and submission of their bid. **Bidders are to check from time to time the E-Tender portal [“Technical RFx” Tab and under the folder “Amendments”] for any amendments to the bid documents before submission of their bids. No separate intimation shall be sent to the Bidders.**

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 official and notarized 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 **12.45 p.m. (IST) on the bid closing date 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 Attachment” Tab.

(B) PRICED BID:

The Priced Bid shall contain the rates / prices along with the currency 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 90 (Ninety) 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 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 The tender is processed under Single Stage Composite Bid System. Bidder shall submit the Technical bid and Priced bid along with all the Annexures and Proforma (wherever applicable) and copies of documents in electronic form through OIL's e-procurement portal within the Bid Closing Date & Time stipulated in the e-tender. For submission of Bids online at OIL's E-Tender Portal, detailed instructions are available in "User Manual" available in OIL's E-Tender Portal. Guidelines for bid submission are also provided in the "Forwarding Letter". The Technical Bid is to be submitted as per Terms of Reference/Technical Specifications of the bid document and Priced Bid as per the Price Schedule. The Technical Bid should be uploaded in the "Technical Attachment" Tab only. Prices to be quoted as per Price Bid Format should be uploaded as attachment in the Attachment link under "Notes & Attachments" Tab under General Data in the e-portal. No price should be given in the "Technical Attachment", otherwise bid shall be rejected. The priced bid should not be submitted in physical form which shall not be considered.

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 /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 a.m. (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 **12:45 p.m. (IST) on the bid closing date**. 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 their bid 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 or withdrawal 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 debarment 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 Both Technical & Price 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.

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 OIL shall examine bids to determine whether they are complete, 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 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 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made on the basis of total amount quoted for the items of part-II (i.e. schedule of works, units, quantity, rates) of the tender.

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 Demand Draft / Banker's Cheque / Bank Guarantee (in specified format) favouring "OIL INDIA LIMITED" payable at "DULIAJAN" from any Nationalized 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 03 (three) months after the date of expiry of the tenure of the contract. 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 within 03 (three) months of satisfactory completion of works under the contract (including extension, if any), but part or whole of which shall be used by the Company in realization of liquidated damages or claims, if any or for adjustment of compensation or loss due to the Company for any reason.

19.5 In case of failure of the successful bidder to comply with the conditions, as specified in Para 19.2 above, the bidder shall be dealt as per the Banning Policy (available in OIL's website) of Company.

20.0 In the event of awarding contract the Contractor shall have to submit Invoice of Service Tax 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%, then specify the value of taxable service and apply 15 % of the qualifying amount) (e.g. if the value of service is only 40%, then 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:

The bid shall conform to the specifications and terms and conditions given in the Bidding Documents. Bids will be rejected in case material and services offered do not conform to the required parameters stipulated in the technical specifications. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and will not be considered for evaluation. All the documents related to BEC shall be submitted along with the Technical Bid.

- 1.1 Technical Criteria:** Bidder must have relevant experience in carrying out “**Similar nature of jobs**” with PSU / Central Govt. / State Govt. Organisation and successfully completed one similar work costing not less than the amount equal to **Rs. 4,97,000.00 (Rupees Four Lakh Ninety-Seven Thousand)** only in last 7 (seven) years, reckoned from the original bid closing date.

Notes to BEC Clause 1.1 above:

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

1. Bidders must have relevant experience in carrying out servicing activities / procedures for up-keepment of HVAC system and Central AC system nearer to 55 TR Capacity.

AND

2. For proof in view of rendering guaranteed services, parties other than manufacturer, certificate / declaration for back up services (spares, technical expertise) from any of the following OEMs shall be submitted along with the offer:

- i. M/s. Voltas Limited
- ii. M/s. Blue Star Limited
- iii. M/s. Lloyd

3. For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid:

- (i) Contract documents / Work Order showing details of works.

AND

- (ii) Completion Certificate issued by PSUs / Central Govt. / State Govt. Organization showing:

- a. Contract number,
- b. Gross value of job done,
- c. Contract period /Contract start and completion date.

4. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.

5. If the prospective bidder is executing SIMILAR work which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted last certificate of payment showing gross value of work done along with Contract documents /work order of the running contract.

1.2 Financial Criteria:

- (i) Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least **Rs. 2,98,000.00 (Rupees Two Lakh Ninety-Eight Thousand)** only.
- (ii) **Net worth** of bidder must be positive for preceding financial / accounting year.

Notes to BEC Clause 1.2 above:

- A.** For proof of Annual Turnover & Net worth any one of the following document 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.

- B.** 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'.

- 1.3** Both Technical & Price bid will be opened on scheduled Bid opening date & time. However, Price bids shall be evaluated of only the techno-commercially acceptable bidders, whose bids have been found to be substantially responsive. A substantially responsive bid 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.
- 1.4** Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.
- 1.5** 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 adopted for evaluation.
- 1.6** 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 quantities 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.

- 1.7** 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.
- 1.8** The evaluated Contract Value of the bidders shall include total value including material and services, inclusive of all taxes, duties, levies etc. (but excluding Service Tax) as applicable under this contract.
- 1.9** Based on the evaluation of techno-commercially qualified bidders, the job will be awarded to L-1 bidder.
- 1.10** The bidders are advised not to offer any discount/rebate separately and to offer their prices in the Price Bid Format after considering discount/rebate, if any.
- 1.11** Conditional and unsolicited discount will not be considered in evaluation. However, if such bidder happens to be the lowest recommended bidder, unsolicited discount without any condition will be considered for computing the contract price.
- 1.12** In case of identical overall lowest offered rate by more than 1 (one) bidder, the selection will be made by draw of lot between the parties offering the same overall lowest price.

~~1.13 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 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 shall be awarded to lowest eligible MSE amongst the MSEs qualifying for 15% purchase preference.~~

~~(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:~~

~~Submit a 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):

- 2.1** The bids are to be submitted in **Single Stage Composite Bid system** i.e. Un-priced Techno-Commercial Bid and Price Bid together. Only the Price Bid should contain the quoted price.
- 2.2** The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.
- 2.3** Bid security shall be furnished as a part of the Techno Commercial Un-priced Bid. The amount of bid security should be as specified in the forwarding letter. Any bid not accompanied by a proper bid security will be rejected.

Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 120 days from the date of Technical bid opening.

- 2.4** 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.
- 2.5** Any bid received in the form of Physical document / Telex / Cable / Fax / E-mail will not be accepted.
- 2.6** Bids shall be typed or written in indelible ink. The bidder or his authorized representative shall sign the bid digitally, failing which the bid will be rejected.
- 2.7** Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initiated by the persons(s) signing (digitally) the bid. However, white fluid should not be used for making corrections. Any bid not meeting this requirement shall be rejected.
- 2.8** Any bid containing false statement will be rejected and action will be taken by Company as per Bid Document.
- 2.9** Bids are invited under Single Stage Composite Bid System i.e. Technical Bid (Un-priced) and Price Bid together. Bidders must submit both "Technical" and "Price" Bids in electronic form through online OIL's e-Tender portal accordingly 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 of the tender under "Technical Attachment" Tab and the Priced Bid as per the **PRICE BID FORMAT attached** under "Notes and Attachments".
- 2.10** 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)** Period of validity of Bid
 - (iii)** Price Schedule
 - (iv)** Performance Bank Guarantee / Security deposit
 - (v)** Delivery / Completion Schedule
 - (vi)** Scope of work
 - (vii)** Guarantee of material / work
 - (viii)** Liquidated Damages clause
 - (ix)** Tax liabilities
 - (x)** Arbitration / Resolution of Dispute Clause

- (xi) Force Majeure
- (xii) Applicable Laws
- (xiii) Specifications
- ~~(xiv) Integrity Pact~~

2.11 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.

2.12 Bid received with validity of offer less than 90 (Ninety) days from the date of Technical Bid opening will be rejected.

3.0 GENERAL:

3.1 In case bidder takes exception to any clause of bidding document not covered under BEC/BRC, then the Company has the discretion to load or reject the offer on account of such exception if the bidder does not withdraw / modify the deviation when / as advised by company. The loading so done by the company will be final and binding on the bidders. No deviation will however be accepted in the clauses covered under BRC.

3.2 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.)

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

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

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

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

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

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

DESCRIPTION OF WORK/SERVICES:

Comprehensive maintenance of 2 x 55 TR capacity Central Air Conditioning Plant at MTDC for a period of 3 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 Electrical Department, Oil India Limited.

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 **156 weeks** from the commencement date mentioned in the work order. 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. XXXXXXXX (Not to be filled up by the bidder). This will be entered at the time of Signing of the agreement) but the Company shall pay the Contract or only for actual work done at the all-inclusive rates set down in the Schedule of work Part II of this Contract.

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. 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 06 (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 22.1 to 22.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract 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:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to 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)
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 MOBILISATION AND/OR COMPLETION OF WORKS AND SERVICES:

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.

29. SUBCONTRACTING:

CONTRACTORS shall not subcontract or assign, in whole or in part, their obligations to perform under this contract, except with COMPANY'S prior written consent.

30. MISCELLANEOUS PROVISIONS:

Contractors shall conform in all respects with the provisions of any Statute, Ordinance of Law 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 OIL indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or byelaw.

31. LIABILITY:

31.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

31.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

31.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwrites, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

31.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause their underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

31.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective

of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

31.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever or injury or illness, or death of any employee of the Company and/or of its contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

31.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

31.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

31.9 LIMITATION OF LIABILITY:

Notwithstanding any other provisions except only in cases of willful misconduct and/or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% of the Contract price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

32.0 CONSEQUENTIAL DAMAGE:

Except as otherwise expressly provided, neither party shall be liable to the other for special, indirect or consequential damages resulting from or arising out of the contract, including but without limitation, to loss or profit or business interruptions, howsoever caused and regardless of whether such loss or damage was caused by the negligence (either sole or concurrent) of either party, its employees, agents or sub-contractors.

33.0 INDEMNITY AGREEMENT:

33.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, Contractors and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

33.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, Contractor and subcontractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

34.0 APPLICABLE LAW:

34.1 This Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated at Dibrugarh in Assam.

34.2 The Bidders shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable for performing under this Contract.

35.0 TAXES: 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.

35.1 All Statutory taxes levied by the Central and State Government or any other competent authority from time to time shall be on COMPANY'S account. However, liability for payment of such Taxes shall lie on the CONTRACTOR.

36.0 SUBSEQUENTLY ENACTED LAWS:

In case of change in existing law/enactment of new law or Statutory Order from a Statutory Authority during the execution of the Contract affects the Contract price, any increase against documentary evidence shall be reimbursed to the Contractor and any decrease shall be passed on to the Company by the Contractor.

The date of such enactment or change in law or Statutory order shall be considered after closing date of the bid submission as the Contractor has submitted the bid price based on the existing condition on that day and the Contract is awarded based on the bid as submitted.

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: Comprehensive maintenance of 2 x 55 TR capacity Central Air Conditioning Plant at MTDC for a period of 3 years.

(SOQ) Schedule of Work, Unit and Quantity

Item No.	Description of Services	UOM	Quantity
10	Comprehensive Annual Maintenance & Overhauling of 2X55 TR capacity Central Air Conditioning Plant	NUMBER	6
20	Operation and Maintenance of 2X55 TR capacity Central Air Conditioning Plant during Office Hours*	DAYS	900
30	Operation of 2X55 TR capacity Central Air Conditioning Plant beyond Office Hours*	HOURS	1500

***NOTE: At present Office Hours are from 06:30 a.m. to 04:30 p.m. But, it may vary from time to time as will be advised by the Electrical Department.**

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: 03 (three) years to be reckoned from the commencement date mentioned in the Work Order.

5. Mobilisation Period: 02 (two) weeks from the date of issue of Work order

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

A. SCOPE AND DEFINITION OF THE CONTRACT:

Comprehensive Annual Maintenance of 2 x 55 TR capacities Central Air Conditioning Plant at MTDC Complex for a period of 3 years.

COMPREHENSIVE MAINTENANCE INCLUDES:

1. Supply and replacement of all defective / damaged parts / components, consumables including gas filling, required for equipment mentioned above.
2. Operation and routine maintenance with deployment of competent personnel at plant site for operation and maintenance of plant with record keeping of plant status.
3. Annual overhauling of 2 x 55 TR Central AC plant.
4. Breakdown maintenance of all equipment's of 2 x 55 TR Central AC plant.

Each and every equipment of 2 x 55 TR Central AC plant shall be serviced / maintained as per schedule given in scope of work for good health and running condition of the equipment.

Minor Civil jobs like plastering (insulating) of Chiller piping necessary for carrying out the maintenance job shall be in the scope of the contract.

DEFINITION:

For the purpose of the meaning for the terms used in the contract document, following definitions are given for exclusive use for the contract.

'Company': M/s. OIL INDIA LIMITED

'Contract': Comprehensive maintenance / servicing / repairing of central air conditioners, with supply of all spares / components and consumables along with operation of the plant.

'Similar contract': Similar nature of maintenance and servicing activities / procedures for up-keepment of HVAC system and central air conditioning plant up to 55 TR capacity or above.

'Site' refers to Central AC plant at MTDC premises of OIL INDIA LIMITED.

B. JOB DESCRIPTION:

1.0 Comprehensive Annual Maintenance and Annual Overhauling of Central Air Conditioning Plant of 55 TR Capacity

Scope of Work:

- 1.1 The contractor will carry out repairing/rewinding/reconditioning of the defective equipment: Motors, compressor, pumps, panels, cooling towers as and when required.
- 1.2 The contractor will carry out normal/routine preventive maintenance/servicing regularly.

1.2.1 The following weekly maintenance to be carried out by the contractor –

- a) Refrigerant leak test
- b) Check float valve operation in water tank and expansion tank
- c) Check and clean oil filters
- d) Check belt tension and alignment
- e) Check pump glands for any leakage
- f) Check solenoid valves for proper operation
- g) Clean water strainer (daily, if necessary)
- h) Drain, flush and clean the water tanks and pipes

1.2.2 Following monthly maintenance to be carried out by the contractor –

- a) Blowing out dust accumulated over motor, panels, and compressors
- b) Check settings and testing of operation of all safety controls and operating devices
- c) Check and clean contact points in all starters
- d) Check efficiency of heat transfer equipment by comparing temperature, pressure and leaving temperature difference

1.2.3 The following half yearly maintenance to be carried out by the contractor.

- a) De-scale and clean water tubes in condensers and chillers
- b) Check all strainer, repair/replace if necessary
- c) Cleaning cooling coil fins (more often if dirty)
- d) Cleaning/wash air filters
- e) Cleaning stand pipe and spray headers in cooling tower
- f) Changing compressor oil after cleaning

1.2.4 The following yearly maintenance are to be carried out by the contractor.

- a) Overhaul all the equipment of the plant as and when advised based on need.
- b) Check dampers and damper operation for freeness in operation than clean and lubricate
- c) Check and tighten hold down bolts and anchorages
- d) Check for obstructions, loose boards, and fallen insulation of air ducts and return air passages
- e) Drain oil from compressor, clean oil filters and crank case and replace oil (Once in six months if oil appears to be dirty). Rectify the defects of the compressor/motor while overhauling
- f) Check all wiring for loose contact and rectify
- g) Drain oil from gear boxes, clean oil sump and replace oil
- h) Painting of equipment if required. Paint shall be supplied by the contractor
- i) Overhauling of fan coil units/AHU
- j) Checking of earthing of panels, motors etc.

1.3 The contractor will keep the plant room, AHU room clean.

1.4 The contractor's expert engineer shall have to inspect the plant in every two months.

1.5 The contractor shall have to submit the list of spares in their hand at site every fourth week.

2.0 Operation and maintenance of Central Air Conditioning Plant of 55TR capacity during Office Hours*

(*NOTE: At present Office Hours are from 06:30 a.m. to 04:30 p.m. But, it may vary from time to time as will be advised by the Electrical Department.)

Scope of Work:

2.1 Operation and maintenance of 2 x 55 TR Central air conditioning plant at MTDC. The plant has got two sets of chillers packages. One set chiller package will be run at a time. The plant consists of the following components.

- a) Water chiller - 2 Nos.
- b) Condenser - 2 Nos.
- c) Air handling unit - 3 Nos.
- d) Fan Coil unit - 9 Nos.
- e) Water Pump - 4 Nos.
- f) Filters (in air, water and refrigeration lines)
- g) Cooling tower forced draft type - 1No.
- h) Expansion tank - 1 No.
- i) Thermal insulations
- j) Control panel comprising electrical, mechanical and pneumatic component - 2 Nos.
- k) Electrical motors, starters and cables.
- l) Various indicating and controlling components like flow indicators, thermostats, thermometers, pressure gauges, relays and solenoid valves etc.

2.2 OPERATION OF THE PLANT:

The Contractor will be required to operate the plant from 06:30 a.m. to 04:30 p.m. and beyond office hours also as requirement engaging one technician and one helper. The contractor shall have to record the running hours of the central air-conditioning plant daily and get it signed from the concerned engineer/Officer.

2.2.1 Before starting the plant, the contractor's technician will check

- a) Availability of sufficient water in Cooling Tower, Expansion tank and also makeup water supply.
- b) The technician will check availability of 3 Phase power in the starter panels.

2.2.2 The technician should follow the sequence of starting as given below:

- a) Air Handling Units and Fan Coils units.
- b) Closing/opening of valves required for running one chilled package out of two chiller packages.
- c) Cooling Tower fan.
- d) Condenser water pump.
- e) Chilled water pump.
- f) Compressor motor and Refrigerant Solenoid valves.

2.2.3 After starting the compressor, the Technician will observe the working pressure of the compressor, oil level in crankcase, current taken by the compressor motor and ensure that everything is normal.

2.2.4 The Technician will check condenser performance by checking the pressure and water temperature readings. He will inform OIL Engineer immediately if the temperature difference is more than 7 degrees Celsius between inlet and outlet.

2.2.5 The technician will check oil pressure gauge is showing 35 to 50/PSIG more than the suction pressure of the compressor; if not, he will immediately inform the OIL Engineer.

2.2.6 The technician will check oil level in the compressor sight glass and if the oil level goes below the sight glass he will immediately check for oil leakage or refrigerant leakage or problem of oil return. These defects should be traced and rectified immediately.

2.2.7 For stopping the plant the Technician will follow the reverse sequence of starting the plant mentioned in Para 2.2.2.

2.2.8 The Technician will maintain records of day to day maintenance work including tightening/replacement of belts and any repair done during day to day operation,

2.2.9 The daily operation will include the following running maintenance to be carried out by the contractor's technician.

- a) Maintaining Log Sheet of readings of different operating parameters.
- b) Checking the motors, starters for overheating/Abnormal sound.
- c) Checking the bearings for overheating.
- d) Checking water level and flow of makeup water in Cooling tower and expansion tank.
- e) Checking conditions in the air conditioned area at least twice per shift.
- f) Ensure that all starters are working properly.

2.3 OVERHAULING SCHEDULE: The schedule of overhauling of Air Conditioner shall be need-based and will be carried out in consultation with OIL's Engineer / Officer.

3.0 Manpower:

3.1 The personnel in mechanic level engaged by the contractor shall have full knowledge of all equipment of Central Air Conditioners.

3.2 The personnel engaged shall be competent enough to detect and rectify fault in any equipment / machine under contract.

4.0 Qualification:

4.1 Supervisor: - 1 post

The Supervisor engaged shall possess 3 years Diploma in Electrical/ Mechanical Engg. Or possess ITI certificate passing from recognized institution in air conditioning and refrigeration trade with at least 2 years' experience in a reputed organization.

4.2 Mechanic (Air Conditioning & Refrigeration) - 1 post

The Mechanic (Air Conditioning & Refrigeration) engaged shall possess ITI certificate passing from recognized institution in air conditioning and refrigeration trade with at least 2-year experience in a reputed organization.

4.3 Helper - 1 post

Helper qualified enough to understand safety rules and instructions that might be necessary to perform jobs smoothly.

The Contractor shall arrange manpower of above requirement if any of the above is on leave or absent for any reason.

5.0 The Contractor shall obtain OIL's approval for the personnel to be engaged before signing of the contract agreement. Bio-data of all the personnel must be submitted.

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

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

8.0 Payment Terms:

8.1 Payment to the contractor shall be paid on monthly basis against actual jobs done during the month.

8.2 Payment to the Contractor personnel will be the responsibility of the Contractor. Any dispute regarding payment shall be resolved by the Contractor with its employees. OIL will not be a party to any dispute of this type.

8.3 Monthly bill (SES) shall be passed to the Contractor only after submission of:

- a) Copy of wage slip paid to the working personnel in previous month. Payment shall be complying with the minimum wage set by Competent Authority valid for OIL.
- b) Duly filled up PF particulars as per ANNEXURE - I (Proforma 'PFD') attached.
- c) Details of job done in prescribed format.

9.0 Payment of wages:

Minimum wages as per Central labour commissioner and mines acts, any upward revisions in wages to be considered while quoting the rates.

10.0 Transportation:

10.1 The contractor shall arrange his own arrangement for transportation of his/ her personnel and materials to plant site.

10.2 Loading and unloading of materials/ machines if any shall be the scope of the contractor.

11.0 Tools and Tackles:

11.1 The contractor shall keep the all standard tools and tackles required for operation and maintenance of Central Air Conditioning Plant.

11.2 Whenever OIL inspector/ Engineer wishes to inspect, contractor shall produce the tools and tackles for inspection.

11.3 Any additional Tools/ Instruments required for working shall have to be arranged by the contractor.

11.4 The tools and tackles used by the contractor shall be taken away by them after expiry of the contractual period.

12.0 Personal Protective Equipment (PPE):

12.1 The Contractor shall provide all safety gadgets to his work-persons. The condition of all PPE and other safety gadgets provided by the Contractor to his work persons shall be in proper/ good condition. List of PPE's are listed below:

- a) Safety shoe.
- b) Safety Helmet.
- c) Hand Gloves.

12.2 Safe and proper working procedure shall be followed while carrying out jobs to ensure safety of equipment and personal.

12.3 Contractor shall ensure compliance of all safety and statutory rules regulations.

12.4 The Contractor's personnel while on duty/ work must use the following personal protective equipment. Personnel without PPE will not be allowed to work and will be marked absent.

13.0 Spares and Components:

13.1 The contractor shall have to provide all spares and consumables during maintenance and repairing of central air conditioners.

13.2 The contractor shall maintain a list of critical list of spares and keep stocks of sufficient quantity.

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

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

13.5 OIL reserves the right to inspect and verify the compliance of point No. 14.0 before awarding the contract.

14.0 Office /Works/Storage:

14.1 The Contractor should have/arrange proper works cum storage facility at Duliajan (within a radius of 5 Km from OIL industrial area), where he/ she can be contacted in case of requirement/ emergency (24 hours a day) with a permanent telephone number.

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

15.0 Quality of Work:

15.1 The Contractor shall abide by all instructions of OIL engineer and carry out standard quality jobs/ works to satisfaction of OIL Engineer- in Charge

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

16.0 Guarantees of Works & Services:

The replacement/ repair of major equipment like compressor, compressor motor, AHU, fan coil units, condenser, chiller, chiller pump, condensing pump, cooling tower unit coils etc. should be guaranteed for a period of one year from the date of replacement/ repair undertaken by the contractor. Failure of component during guarantee period shall be replaced by the contractor without any additional cost to OIL.

17.0 Breakdown:

17.1 The Contractor should ensure that the equipment included in the service contract is in satisfactory working condition at all times.

17.2 Attending to all reports & minor repairs should be carried out within 24 Hrs.

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

17.4 In case of delay in attending breakdown report or if the Contractor fails to complete repair/ breakdown maintenance job within stipulated time period of 120 hours and put back equipment to working condition, OIL reserves the right to carry out the same using OIL's resources and recover the expenses from the contractor's bill. In addition, an amount equal to as mentioned in 18.0 will be deducted from the bill.

18.0 Liquidated Damage:

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

18.1 More than 48 hours to 72 hours, deductions @ 0.5% per day per unit of the annual contract amount of the item up to maximum of 7.5%

18.2 More than 72 hours to 120 hours, deductions @ 1% per day per unit of the annual contract amount of the item up to maximum of 7.5%

18.3 More than 120 hours, deductions @ 3% per day per unit of the annual contract amount of the item up to maximum of 7.5%

19.0 Condition of the all Machines at the beginning and at the end of Contract:

19.1 At the beginning of the contract OIL shall hand over the 2 X 55 TR Central air conditioner plant, in running condition.

19.2 At the end of the contract the contractor shall hand over all machines to OIL in serviced and good working condition.

19.3 At the end of the contract if any machines are found defective, the same must be repaired and its proper performance/functioning must be ensured by the contractor, otherwise final bill will not be processed.

20.0 Documents to be submitted along with the offer:

The bidder shall furnish the following documents along with the offer:

1. All documents as mentioned in BEC/BRC.
2. Self-attested/attested copies of documents pertaining to PAN, VAT REGD NO., SERVICE TAX REGD NO, Bank A/C No, P.F. Code, Vendor Code (for existing vendor).
3. Check list (ANNEXURE - I) duly filled up (enclosed)

21.0 General HSE Points to be complied by the Contractor:

21.1 The Contractor shall engage only skilled, capable and competent personnel who are fully conversant with the job including use of appropriate PPE and first aid firefighting equipment.

21.2 The Contractor should deploy a competent person through-out the contract under whose constant supervision only, the jobs will be carried out.

21.3 The Contractor shall strictly comply with the applicable and prevailing provisions of the Mines Acts-1952, OISD Guidelines, and 10th conference recommendations of safety in Mines. A copy of provisions of 10th conference recommendations in the form of "General HSE points" is available in the office which may be used to successful bidders at the time of need.

21.4. 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. All sub-contractors hired by him must comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub-sub-contractors.

21.5. 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.

21.6. 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.

21.7. 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.

21.8. Keep an up to date SOP and provide a copy of changes to a person designated by the Mine Owner/Agent/Manager.

21.9 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 specific code of practice in line.

21.10. 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.

21.11. 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.

21.12. 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.

21.13. 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.

21.14. 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.

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

21.16. The Contractor shall have to report all incidents including near miss to Installation Manager / departmental representative of the concerned department of OIL.

21.17. 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.

21.18. 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.

21.19. The health check-up of Contractor's personnel is to be done by the Contractor in authorized Health Centres as per OIL's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

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

21.21. Records of daily attendance, accident report etc. are to be maintained in Form B, E, J (as per Mines Rules 1955) by the contractor.

21.22 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.

21.23. 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.

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

21.25. 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.

21.26. 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.

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

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

21.29. 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.

21.30. Most of the above provisions are from the 10th conference recommendation of safety in mines.

22.0 Competency Criteria shall be formulated & documented, for all kinds of Contractor employees being engaged by the company as follows:

a) Qualification of Supervisor: The person should be Diploma in Electrical Engineering / ITI certificate passing from recognized institution in air conditioning and refrigeration trade with at least 2 years' experience in a reputed organization.

b) Qualification of Technician: The person shall possess ITI certificate passing from recognized institution in air conditioning and refrigeration trade with at least 2-year experience in a reputed organization.

c) Qualification of Helper: The person shall be qualified enough to understand Electrical safety rules and Instruction that might be necessary to perform jobs smoothly.

d) Reading/Writing Skills: The Supervisor & the Technician shall be able to read & write in English Language. However, the Helper should be also able to understand English language.

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

SUB: SAFETY MEASURES

Description of work/service: Comprehensive maintenance of 2 x 55 TR capacity Central Air Conditioning Plant at MTDC for a period of 3 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

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.

YEAR	TURN OVER In INR (Rs.) Crores	NET WORTH 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. CDI4491P18

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 **90 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:

Section No.	Clause No. (Page No.)	Non-Compliance	Remarks

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. CDI4491P18

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. **CDI4491P18** for **“Comprehensive maintenance of 2 x 55 TR capacity Central Air Conditioning Plant at MTDC for a period of 3 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)

a.	<u>Name of the Bidder / Firm:</u>		
b.	<u>Registered postal address with PIN code:</u>		
c.	<u>Telephone No:</u>		
d.	<u>Mobile No:</u>		
e.	<u>E-mail ID:</u>		
f.	<u>Fax No:</u>		
g.	<u>Contact Person:</u>		
h.	<u>Contact person's contact No:</u>		
i.	<u>PAN No:</u>		
j.	<u>Bidder's Bank details:</u>	Name: Address: A/c Type: A/c No.: IFSC/RTGS Code: NEFT Code:	
k.	<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)		
l.	<u>VAT Regn. No.</u>		
m.	<u>Service Tax Regn. No.</u> (If not available then to be submitted on issuance of LOA)		
n.	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)		
o.	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):

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

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.

ANNEXURE - III**Proforma – “PFD “****SUB: PARTICULARS OF PF CONTRIBUTION FOR THE MONTH OF, 20.....****(1) Name of the Firm / Agency / Contractor :****Nature of Contract :****Job/Service Contract, AMC, O&M,****Petty Contract, Security****(2) Postal address of the Contractor :****(3) Phone no of the contractor :****(4) Fax No. of the Contractor :****(5) Address of PF Office from where EPF Code No has been allotted :****(6) EPF Code No. allotted by PF Office :****(7) Period of Contract : from to****(a) Extension period of Contract, if any : from to****(b) Places where contract workmen are working:****(8) Labour Licence No. :****(9) Validity period of Labour Licence :****(10) Details of Deposition of contribution toward EPF****(a) EPF Challan No. :****Amount:****Date:****(11) Details of Contract Labour engaged by the contractor**

Category	No. of Workers	Prevailing Mini. Wages
Unskilled		
Semi Skilled		
Skilled		
Highly Skilled		
Total		

Sl. No.	Full name of the Contractual workmen	Sub EPF Code No. of the Contractual workmen	No. of days present during the month	Amount paid		Total Amount paid	Employees PF Contribution @ 12%	Employers PF Contribution @ 3.67 %	Employers EPS Contribution @ 3.67 %	Total Contribution deposited (Col No. 8+Col No. 9+col No. 10)	Employees ESI Contribution @ 1.75 %	Employers ESI Contribution @ 4.75 %	Total Contribution deposited (Col No. 13+ Col No. 14)
				Mini Wage	Plus any other pay								
1	2	3	4	5	6	7	8	9	10	11	12	13	14

CERTIFIED THAT

- (A) I have paid the notified minimum wages to my contractual workers as per the agreement.
- (B) The above information is correct to the best of my knowledge.
- (C) In case any discrepancies or irregularities is / are noticed in this agreement, then OIL is free to inform the PF/ESIC authorities.
- (D) Within one month on completion / expiry of the contract. I shall fill the prescribed Forms for withdrawal or transfer of PF/Pension Account in favour of my contractual workmen under control and intimate to Principal Employer.
- (E) Before the completion of contract, I shall serve one month notice to all my contractual workers, informing that their services will be terminated.
- (F) Within one month on completion / expiry of the contract I shall pay all the dues / terminal dues such as leave with wages. Bonus (if applicable), Gratuity (if applicable), (if applicable), to all my contractual workmen, failing which my Bank Gurantee / Security Deposit may be withheld by OIL.

Signature & Seal of the Contractor

TECHNICAL EVALUATION SHEET FOR BEC/BRC

Srl 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. 1.1	<p>Technical Criteria: Bidder must have relevant experience in carrying out “Similar nature of jobs” with PSU / Central Govt. / State Govt. Organisation and successfully completed one similar work costing not less than the amount equal to Rs. 4,97,000.00 (Rupees Four Lakh Ninety-Seven Thousand) only in last 7 (seven) years, reckoned from the original bid closing date.</p> <p>Notes to BEC Clause 1.1 above: "Similar nature of job" mentioned above means all the jobs mentioned as follows:</p> <p>1. Bidders must have relevant experience in carrying out servicing activities / procedures for up-keepment of HVAC system and Central AC system nearer to 55 TR Capacity.</p> <p style="text-align: center;">AND</p> <p>2. For proof in view of rendering guaranteed services, parties other than manufacturer, certificate / declaration for back up services (spares, technical expertise) from any of the following OEMs shall be submitted along with the offer:</p> <p style="margin-left: 40px;">i. M/s. Voltas Limited ii. M/s. Blue Star Limited iii. M/s. Lloyd</p> <p>3. For proof of requisite experience of SIMILAR work, self-attested photocopies of following documents must be submitted along with the bid:</p> <p style="margin-left: 20px;">(i) Contract documents / Work Order showing details of works.</p> <p style="text-align: center;">AND</p> <p style="margin-left: 20px;">(ii) Completion Certificate issued by PSUs / Central Govt. / State Govt. Organization showing:</p> <p style="margin-left: 40px;">a. Contract number, b. Gross value of job done.</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		<p>c. Contract period /Contract start and completion date.</p> <p>4. SIMILAR work executed by a bidder for its own organization / subsidiary will not be considered as experience for the purpose of meeting BEC.</p> <p>5. If the prospective bidder is executing SIMILAR work which is still running and the contract value executed prior to due date of bid submission is equal to or more than the minimum prescribed value in the BEC such experience will also be taken in to consideration provided that the bidder has submitted last certificate of payment showing gross value of work done along with Contract documents /work order of the running contract.</p>			
2	BEC Clause No. 1.2	<p>Financial Criteria:</p> <p>(i) Annual Financial Turnover of the bidder in any of preceding 03 (three) financial / accounting years, reckoned from the original bid closing date should be at least Rs. 2,98,000.00 (Rupees Two Lakh Ninety-Eight Thousand) only.</p> <p>(ii) Net worth of bidder must be positive for preceding financial/ accounting year.</p>			
3	Note to BEC Clause No. 1.2	<p>A. For proof of Annual Turnover & Net worth any one of the following document 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 & 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 & 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</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

		<p>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> <p>B. 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>			
4	BEC Clause No. 1.4	Bidders are required to quote for all the items as per Price Bid Format; otherwise the offer of the bidder will be straightway rejected.			
5	BRC Clause No. 2.2	The price quoted by the successful bidder must be firm during the performance of the contract and not subject to variation on any account except as mentioned in the bid document. Any bid submitted with adjustable price quotation other than the above will be treated as non-responsive and rejected.			
6	BRC Clause No. 2.3	<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>Note: In case the Bidder submits Bid security in the form of Bank Guarantee (BG); the BG must be valid for minimum 120 days from the date of Technical bid opening.</p>			

TECHNICAL EVALUATION SHEET FOR BEC/BRC

7	BRC Clause No. 2.9	Bids are invited under Single Stage Composite Bid System i.e. Technical Bid (Un-priced) and Price Bid together. Bidders must submit both “Technical” and “Price” Bids in electronic form through online OIL’s e-Tender portal accordingly 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 of the tender under “Technical Attachment” Tab and the Priced Bid as per the PRICE BID FORMAT attached under “Notes and Attachments”.			
8	BRC Clause No. 2.10	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			
9	BRC Clause No. 2.11	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.			
10	BRC Clause No. 2.12	Bid received with validity of offer less than 90 (Ninety) days from the date of Technical Bid opening will be rejected.			