

INVITATION OF BID FOR DEDICATED 10 MBPS INTERNET LEASED LINE

Oil Industry Development Board (OIDB) invites bids from reputed and financially sound organizations having experience/expertise in 10 MBPS Internet Leased Line as per schedule mentioned below:

Sl.	Item	Description
1.1	Scope of Work	10 MBPS Internet Leased Line at OIDB Bhawan, Sector-73, Noida.
1.2	Type of bid	Two bid system: (1) Technical bid (2) Price bid as per Schedule of Rates (SOR)
1.3	Availability of bid document on	Central Public Procurement Portal - https://eprocure.gov.in OIDB Website - www.oidb.gov.in
1.4	Online Submission of bid document	Central Public Procurement Portal - https://eprocure.gov.in
1.5	Earnest Money Deposit (EMD)	Rs.15000/-through NEFT/RTGS in favour of OIL INDUSTRY DEVELOPMENT BOARD A/C No. 11084240909 State Bank of India, Main Branch, Parliament Street, New Delhi. IFSC: SBIN0000691
1.6	Contract Period	One Year extendable upto 3 years
1.7	Estimated Cost (Including GST)	Rs.3,00,000/-
1.8	Performance Security Deposit	10% of Contract Value
1.9	Tender upload date	19.03.2019 at 05:00PM
1.10	Pre-Bid Meeting	28.03.2019 at 11:00AM
1.11	Last date of submission of bids	10.04.2019 up to 02:00PM
1.12	Date of opening of technical bid	11.04.2019 at 03.00PM
1.13	Contact person	DCF&AO, OIDB Bhawan, Sector-73, Noida (UP)
2.0	PREQUALIFICATION CRITERIA (PQ)	
2.1	Bidder should have valid internet service provider license for a minimum period of 5 years.	
2.2	Bidder should have valid PAN and GST registration.	
2.3	Bidder should have Registered/branch office in Delhi/NCR Region.	
2.4	Bidder should have experience/expertise of leased line 10 MBPS or more capacity Internet Services from CPSUs/State PSUs/Central or State Govt./Semi Govt./MNCs.	
2.5	Bidder should not be on holiday list/black listed by OIDB or any of Govt./PSU/MNC. A declaration/undertaking to this effect shall be submitted by bidder mandatorily.	

2.6	Bidder should have an average annual financial turnover during the last 3 financial years, ending 31 st March 2018, of at least 30% of estimated cost i.e. Rs.90000/-.
2.7	Bidder should have experience of having successfully completed similar work during last 5 years ending last day of month previous to the one in which applications are invited as either of the following: a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost i.e. Rs.120000. Or b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost i.e. Rs.150000/-. Or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost i.e. Rs.240000/-.
2.8	Bids received without the prescribed Earnest Money Deposit shall be rejected. EMD of the unsuccessful tenderer will be returned, without interest, within a period of three months from the date of award of contract to the successful bidder. EMD of the successful bidder shall liable to be forfeited if the bidder does not sign an agreement in the prescribed form attached at Annexure-VI within fifteen days of the letter of Award. EMD waiver for SMEs will be as per government guidelines. A certificate of SME status will be required mandatorily. EMD of the successful bidder will also be adjusted against the security deposit/performance security deposit as per bidder's consent.
2.9	Successful bidder shall furnish required security deposit/Performance Bank Guarantee within 21 days from the date of Letter of Award (LOA) of work as per attached proforma at Annexure-V or Demand Draft or Fixed Deposit Receipt (in original) made in favour of OIDB, Sector-73, NOIDA for 10% of Contract Value . The Performance Security to remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor.
2.10	All Annexure to be filled in completely which is mandatory as per Bid Compliance Form given in Appendix

BID COMPLIANCE FORM

Tender No.....

Bidder's Complete Postal Address :
Telephone No :
FAX NO :

Mobile No of contact person(s)

To
Oil Industry Development Board
OIDB Bhawan, Tower C, Plot No. 2, Sector – 73, Noida -201 301.

Dear Sir,

I/We hereby offer to supply the services detailed in schedule hereto or such portion thereof as you specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____(Validity of Bid).

1. I/We have understood and complied with the following :-
 - Annexure-I - Conditions of the work contract.
 - Annexure-II - Scope of Work
 - Annexure-III - Technical Eligibility Bid Criteria for bidders
 - Annexure-IV - Financial Bid Criteria for bidders
 - Annexure-V - Performance Guarantee
 - Annexure-VI - Contract Agreement Form
 - Annexure-VII - Format For Performance Certification
 - Annexure-VIII - Proforma For Changes/Modifications Sought By Bidders
2. If our Bid is accepted, we will submit a security in the form of an account payee Demand Draft or a Bank Guarantee for the applicable amount of 10% of work contract value, for the due performance of the Contract.
3. 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.

Yours faithfully,

Signature of the Bidder
Name_____

Seal of the Company
Dated

Note : This form should be returned along with offer duly signed.

CONDITIONS OF THE WORK CONTRACT

1.0 PERFORMANCE GUARANTEE

Performance Guarantee in the shape of Bank Guarantee as per the format enclosed at **Annexure-V** is to be submitted within 21 days of issue of work order for an amount equivalent to 10% of total contract value from a Nationalized Bank of India. OIDB will have right to invoke the Bank Guarantee if the contractor fails to complete or perform it's obligation as per terms and conditions of the order. Bank Guarantee should remain valid for a period of sixty days beyond the date of completion of contract including the obligations of the supplies and warranties.

In case contract is extended subject to satisfactory services, Bank Guarantee should be renewed/submitted afresh accordingly as per the conditions of the Contract.

2.0 PAYMENT TERMS

Mode of payment will be subject to the following conditions on various tasks as under:

Bandwidth charges are payable quarterly on completion of each quarter. For this, the-Internet Service Provider/ contractor (bidder) will raise the bills at the end of each quarter & payment shall be released by OIDB subject to satisfactory service.

3.0 DELIVERY PERIOD & INSTALLATION

Bidder should confirm that the installation work will be completed within maximum 45 days (from the date of award of work to install /operate the link at OIDB)

4.0 DURATION & TERMINATION OF CONTRACT

4.1 The duration of contract shall be one year from the date of commissioning of the leased line, (15 days testing period not included in the commissioning of leased line) with a provision to extend the contract for a further period of two years (on yearly basis) at the same rates, terms & conditions & if services are found satisfactory & solely at the discretion of OIDB. However, OIDB if needed, may review the performance of the contract at any time during the contract & has the full right to terminate the contract by giving one month's notice.

4.2 OIDB can also terminate the contract / work order in the event of any delay in Supply / Installation / execution for any reason whatsoever attributable to contract account beyond 45 days from the date of award of work contract and in such eventuality the EMD shall be forfeited.

5.0 APPLICABLE LAW

The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with laws of India and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi, India and every dispute arising out of this contract shall be resolved through court of competent jurisdiction.

6.0 TAXES AND LEVIES

Contract price shall be inclusive of all the taxes and duties. However, GST quoted may be considered for any adjustment, both positive and negative, for any increase/decrease in the GST during the currency of contract. All payments will be released either through Cheque/ECS/RTGS.

7.0 Default in operation and maintenance

Internet Service Provider/contractor (bidder) should ensure uninterrupted internet connectivity through fiber link and in case of its break down through dedicated RF wireless system. The Internet Service Provider/contractor (bidder) should provide OIBD a Software Tool/Method to measure the Internet Bandwidth. The Internet Service Provider/contractor (bidder) has to provide weekly or monthly MRTG Report of usage of Bandwidth and will ensure that OIBD is getting 10 MBPS (1:1) Bandwidth. However, in case of any disturbance, slowness, malfunctioning, degradation or non-availability of internet connectivity at any point during Work Contract period, OIBD shall be entitled to claim Price reduction as under:

Downtime	Price reduction
4 hrs or more downtime on each occasion each day	1% of contract value for each downtime and maximum of 10%. Of quarterly Bill amount

8.0 Sub-letting and split of work

- Subletting of contract is not allowed.
- Splitting of work is not permitted.

9.0 Site Visit

Bidder must acquaint himself/herself of the site and the conditions prevalent. No compensation will be entertained on this account later to the submission and acceptance of bids.

10.0 Safety of persons

Bidder shall ensure the safety of the persons deployed by them and bidder himself will be responsible for the same. Bidder will indemnify OIBD for any mishap, injury, accident to the persons deployed by the bidder for the job at OIBD.

11.0 Dispute resolution/arbitration

All disputes shall be resolved by both the parties among themselves within 2 weeks of serving of notice by either party. In case of no resolution case will be referred to the arbitrator. The arbitration will be conducted as per the arbitration act. The arbitral tribunal shall comprise of a sole arbitrator appointed by the OIBD. It is fully understood by the bidder/contractor that Amendment of Arbitration Act prohibits internal/ departmental arbitrators unless specifically waived by the parties. Pursuant thereto bidder (contractor) expressly consents to appointment of any person as an arbitrator by OIBD when need arises.

12.0 Compliance to PF/ESI Rules

- This will be the responsibility of the bidder to comply with the statutory requirements related with the contract including the provident Fund (PF) and Employee State Insurance (ESI) for the persons engaged by the service provider for the job. Bidder shall adhere to all laws, rules and

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regulations that may be in force from time to time concerning the employment or service conditions of its employees.

- Bidder will submit license and registration details, PF A/C no., PAN no, GST registration no. with the supporting documents.

13.0 All the pages of tender document will be signed & stamped and returned as having accepted the provisions, conditions, scope of work etc.

14.0 **Income tax**

OIDB shall be entitled to deduct Income Tax and surcharge thereon at source at the rates prevailing from all due payments.

15.0 **Declarations**

Any statement made, document submitted or information given by the bidder in the tender document or elsewhere in relation thereto, found to be wrong/concealed/fabricated at any stage (before or after award of work contract) the Bid shall liable to be rejected/cancelled and EMD forfeited and if contract awarded the same shall be liable to be terminated and Security deposit forfeited. The bidder or contractor, as may be the case, shall be liable for black listing.

Annexure-II**SCOPE OF WORK**

DEDICATED 10 MBPS INTERNET CONNECTIVITY LEASED LINE (1:1 UNCOMPRESSED AND UNSHARED WITH LAST MILE ON FIBER WITH RING ARCHITECTURE BACKED UP BY RF CONNECTIVITY) FOR OIDB, OIDB BHAWAN, PLOT NO.2, SECTOR 73, NOIDA

1. RESPONSIBILITIES UNDER THE CONTRACT(Internet Service Provider-ISP):

The ISP would be responsible for the following:

- (i). To provide dedicated 10 MBPS Internet connectivity through fiber link (Leased Line) at OIDB and provision for maximum 10 IP addresses including Reverse Lookups configured at these IPs' without any extra cost.
- (ii). Installation, commissioning, configuring of the link and hardware etc.
- (iii). Maintenance support service (24 hours and 7 days a week) for Bandwidth and equipment.
- (iv). Back-up arrangement for 10 MBPS internet connectivity, in case of fiber link break-down, has to be provided & ensured by ISP through dedicated RF (Radio Frequency) wireless system simultaneously and no extra cost.
- (v). The Internet Service Provider/contractor (bidder) has to provide weekly or monthly MRTG Report of usage of Bandwidth and will ensure that OIDB is getting 10 MBPS (1:1) Bandwidth.

2. MAINTENANCE & UPTIME:

- (i). The ISP will be responsible for the comprehensive maintenance during the contract period for all hardware / software installed in OIDB premises for which OIDB will not make extra payment.
- (ii). The ISP will do preventive maintenance as and when required a part from regular schedule once a quarter for upkeep of the Systems running. The schedule will have to be adhered to strictly.
- (iii). 99% Uptime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 10 / \text{Total Time}$. Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.
- (iv). The response time for attending the faults will be within two hours after they are reported to the ISP. The ISP will rectify the faults at the earliest failing which the ISP will arrange replacements/alternate arrangement at their own cost. The services shall be provided on 24 X 7 X365 basis.

3. ISP will be required to sign Service Level Agreement having the following:

- Dedicated 10 MBPS Internet bandwidth at all the time.
- Packet Losses: Less than 1 % (Average over 10 0 ping) at any given point of time to any part of globe.
- To ensure back-up arrangement for 10 MBPS internet connectivity, in case of fiber link break-down, through dedicated RF (Radio Frequency) wireless system.

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- Network Availability: More than 99.0 % per month.
 - Reports for performance, monitoring/usage to be available online as per requirement of OIBD.

4. OTHER TERMS & CONDITIONS: -

1. The list of existing customers of Internet Bandwidth (8 Mbps or more) should be provided along with feedback.
2. The quotation should clearly indicate the different components of the total charges- recurring (annual) and non-recurring (one time) for bandwidth and equipment supplied.
3. The ISP should have a fully functional Customer Service Centre, which is operational 24 hours.
4. The bidder would ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks.
5. ISP not complying with above conditions or not providing complete information as described shall not be considered.
6. OIBD reserves the right to carry out the capability assessment of the bidder and the OIBD's decision shall be final in this regard.
7. OIBD will provide rack space & UPS power free of cost

Annexure-III**Technical Eligibility Criteria for Bidders**

Sl. No.	<u>Criteria / Condition</u>	<u>Compliance (Yes / No)</u> <u>(Attach required documents for compliance)</u>
1	The ISP should submit a proof of existence for GST Registration, GST Registration and TIN Number (Attach copy of certificates).	
2	The ISP should have a valid Category A ISP license from Govt. of India (Attach a copy of license).	
3	The ISP should have distributed minimum 10 MBPS of Internet bandwidth to its clients (Attach supporting documents).	
4	The ISP should have an average annual turnover of Rs 10 Crore in each year during last three financial years. (Attach supporting documents).	
5	The ISP should have a fully functional Customer Service Centre, which is operational 24 hours. (Attach supporting documents).	
6	The ISP should have International Gateway License (Attach Copy of License).	
7	The ISP should deliver the Link on its own optical fiber network with ring architecture (Attach confirmation).	
8	The ISP should be willing to ensure the Back-up arrangement for 10 MBPS internet connectivity, in case of fiber link break-down, through dedicated RF (Radio Frequency) wireless system (Attach confirmation).	
9	Details of working experience in Govt. sector/organization may be furnished (attached related documents).	
10	ISP should offer a minimum 15 days testing period for the internet leased line from the date of installation in OADB. However, billing should be commenced after the testing period.	
11.	ISP should ensure uninterrupted internet connectivity through fiber link and in case of its break down through dedicated RF wireless system. The ISP should provide OADB a Software Tool/Method to measure the Internet Bandwidth. The ISP has to provide weekly or monthly MRTG Report of usage of Bandwidth and will ensure that OADB is getting 10 MBPS (1:1) Bandwidth.	

Schedule of Rate(SOR)**Financial Bid Criteria for Bidders****PRICE BID FORMAT / PRICE SCHEDULE**

The Financial bid format should be strictly adhered to, failing which the same shall be rejected.

Sr. No	Item description	Unit Annual Rate (Band Width charges / or Annual Port Charges)	One time Supply, installation Charges incl. any other charges (If any)	Total Amount (excluding GST)	GST applicable	Total Price, including all taxes & duties (total landed cost)
	1	2	3	4	5	6
1.	10 Mbps 1:1 Band Width charges/or Annual Port Charges					
2.	Backup RF connectivity 10Mbps					
Total (1&2)						

- Prices should be inclusive of unit annual rate, all packing & forwarding charges for door delivery at OIBD office, installation & Commissioning Charges and all taxes & duties & it shall be called as **"Total Landed Cost"**.
- Evaluation of offers will be made on the basis of overall **"Total Landed Cost"** given in the last column of above Price Bid Format table
- All the Equipment / Hardware required for establishing 10 MBPS 1:1 leased line connectivity plus RF backup Connectivity at OIBD office will be the responsibility of the bidder who will install the same at OIBD premises and ensure uninterrupted services of leased line connectivity during the total contractual period as per clause-4.0 of Condition of the Work Contract.
- The taxes applicable / quoted at the time of bidding will be considered for the purpose of evaluation. However, OIBD will make payment of applicable taxes as per actuals (including GST) at the time of billing.
- In case of calculation mistakes in the submitted bid, unit price will be considered correct and total amount will be corrected at the time of evaluation by evaluating team of OIBD.

I agree to all the above conditions.

(Name, Designation and signature of Authorized Person)

Seal of the Bidder:

Annexure - V

PERFORMA FOR PERFORMANCE BANK GUARANTEE

(To be submitted on non-judicial stamp paper)

Ref. No.

Bank Guarantee No.

Date ___/___/___

To

Oil Industry Development Board

OIDB

Bhawan,

Plot No 2,

Sector 73,

NOIDA-

201301

Sir,

1. In consideration of Oil Industry Development Board, a statutory body, under the Ministry of Petroleum & Natural Gas, established in 1974 and having its office, at OIDB Bhawan, Plot No2, Sector-73, NOIDA-201301 (hereinafter referred to as "the OIDB", which expression shall unless repugnant to the context or meaning thereof includes all its successors, administrators, executors and permitted assigns) having awarded letter of intent to M/s _____(LOI)/ Order dated _____ having its registered / head office at _____ (hereinafter referred to as "Contractor"), which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assigns and the OIDB having agreed that the contractor shall furnish to the OIDB a performance guarantee for an amount of Rs. _____for the faithful performance of the entire contract as mentioned in the Order.

2. We____(name of the **Nationalized Bank** along with address, Telex No., Fax No.) registered under the laws of____ having our head / registered office at _____ (hereinafter referred to as "The Bank", which expression shall, unless repugnant to the contest or meaning thereof includes all its successors, administrators, executors and permitted assigns), do hereby guarantee and undertake to pay immediately on first demand in writing any / all money to the extent of Rupees_____(in figures)_____ (in words) without any demur, reservation, contest or protest and/or without any reference to the Contractor. Any such demand made by the OIDB on the Bank by serving a written notice shall be conclusive and binding on the bank notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever, as the liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be validly enforceable until it is discharged by the OIDB in writing. This guarantee shall not be determined, discharged or affected by the

liquidation, winding up, dissolution or insolvency of the contractor and shall remain valid, binding and operative against the bank.

3. The Bank also agrees that the OIDB at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance, without proceeding against the contractor and notwithstanding any Bond or other guarantee/s that the OIDB may have in relation to the contractor's liabilities.

4. The Bank further agrees that the OIDB shall have the fullest liberty without being obliged to seek our prior consent and without affecting in any manner our obligations set out hereunder to vary any or all of the terms and conditions of the said contract or to extend the time of performance of the contract by the contractor from time to time or to postpone the performance of the contract for any period of time or from time to time exercise of any of the powers vested in the OIDB against us and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from any of our liability / liabilities by reason of any such variation or amendment to any or all terms of the contract.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and until all dues payable by the contractor to the OIDB under the contract have been fully paid and the entire claim which the OIDB may have against the contractor has been fully satisfied or discharged or till the OIDB discharges this guarantee in writing, whichever is earlier.

6. This Guarantee shall not be discharged by any change in our constitution or in the constitution of the OIDB or in that of the Contractor.

7. The Bank hereby confirms that this guarantee has been issued after due observance of all appropriate laws of the country of issue and the issuance of this Bank guarantee does not violate any of the said laws.

8. The Bank hereby also agrees that this guarantee shall be governed and construed in accordance with Indian Laws and shall be subject to the exclusive jurisdiction of the competent Indian Courts within whose jurisdiction the tenders have been invited.

9. Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rupees _____ (in figures) Rupees _____ (in words) and it shall remain in force until _____ (indicate the date of expiry of the bank guarantee which should be 6 months after the date of completion of the contract period) unless extended further. We must receive all claims made under this Guarantee before the said expiry of this Bank Guarantee. If no such claim has been made or received by us within the said expiry or the extended date/s, the rights of the OIDB under this Guarantee will cease. However, if we have received a claim within the said date, all rights of OIDB, under this Bank Guarantee shall be valid and subsisting and shall not cease until we have satisfied the said claim.

In witness whereof, the bank through its authorized officer has set its hand and stamp on this _____ day of _____ 2019 _____ at .

(Signature)

Full Name & designation and official address with bank stamp

WITNESS NO.1

(Signature)

Full name and Official address

(in legible letters)

Attorney as per power of Attorney

No._____

Dated:_____

WITNESS NO.2

(Signature)

Full Name and Official address

(in legible letters)

CONTRACT AGREEMENT FORM

CONTRACT AGREEMENT NO.....

DATE

THIS AGREEMENT is made onbetween Oil Industry Development Board (hereinafter referred to as "Client which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at OIDB Bhawan, Sector 73 NOIDA of the One part,

AND

M/s _____ having its registered at office at _____ (Hereinafter referred to as "the Contractor ") which expression shall unless excluded by or repugnant to the context be deemed to include his successors ,heirs, executors, administrators representatives and assigns) of the other part for providing housekeeping services to client

NOW THIS AGREEMENT WITNESSTH as follows

- I.** WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated _____ for " _____ " at its office under Tender No. _____"
- II.** AND WHEREAS the contractor submitted his bid vide No nil dated _____in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirement and has resources and competence to provide the requisite services to the Client
- III.** AND WHEREAS the Client has selected M/s _____ as the successful bidder ("the Contractor") pursuant to the bidding process and awarded the Letter of Award (LOA) No _____, to the contractor on _____ for a value of Rs. _____ and based on the actual manpower supplied.
- IV.** AND WHEREAS the Client desires that the Supply of the specialised service personnel for maintenance (as defined in the bidding Document) be provided, performed, executed and completed by the Contractor, in accordance with term & conditions mentioned in the Tender Document.
- V.** AND WHEREAS the Contractor acknowledges that the Client can enter into Contracts with Other Contractors /Parties for Supply of the specialised service personnel for maintenance, in case the Contractor breaches of the terms and conditions as stipulated in the Tender document and shall waive its claim whatsoever in this regard
- VI.** AND WHEREAS the term and condition of this Contract have been fully accepted by the contractor and the Client as parties of the competent capacity and equal standing.
- VII.** AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender document for providing Supply of the specialised service personnel for maintenance in the Client's premises, falling which the Contract is liable to be terminated.

VIII. AND WHEREAS the Contractor shall be responsible for payment of Services Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the same bill.

IX. AND WHEREAS the Client and Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following document shall be deemed to form and be read and construed as part of this
 - i. Agreement -This agreement shall prevail over all other contract document
 - ii. The Letter of Award (LOA) issued by the Client
 - iii. Notice to proceed(NTP) issued by the Client
 - iv. The complete Bid ,as submitted by the Contractor
 - v. The Addenda, if any ,issued by the Client
 - vi. Any other documents forming part of the Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - Vii. Changes –Schedule annexed to this article of Agreement
 - Viii. Supplementary Agreement executed from time to time.
- 3 Any changes /modifications /amendments required to be incorporated in the Contract Agreement of a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreement shall be binding on both the parties and shall form the part of this contract agreement.
4. The contractor will ensure that all its personnel are physically fit and mentally alert and its personnel are properly trained to carry out their duties. Specifically they must be trained to handle public office in a polite, professional and disciplined manner. Minimum age of personnel should be above eighteen (18) years and maximum age should be sixty (60) years.
5. In case of negligence, dereliction of duty/works, disorderly behavior, other misconduct by personnel, the contractor will take proper disciplinary action against such personnel. Client will be at liberty to take its own and action. The person deployed by the contractor shall be his own responsibility.
6. The contractor will raise monthly bills at the ending of each month of the duties performed during the month immediately preceding and these bills will be paid promptly subject to usual deduction. The mode of payment will be through ECS/RTGS only.
7. Contractor shall fully responsible for compliance of all requirement under Labour Laws and under other applicable laws & rules.
8. Client at their option, without prejudice to their rights, hereunder, may cancel the contract at any time by giving 30 days simple written notice in case the contractor does not comply with its obligations under this contract. The client shall in the event of forfeit the Security Deposit of the contractor and seek all expenses and damages that may be incurred by the client for getting the

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remaining period of contractor executed/performed by another agency at the risk & cost of the contractor.

9. If any dispute or difference of any kind what so ever arises between the contractor and client in connection with the contract or arises out of the contract, the parties shall first make every effort to resolve amicably such dispute or difference by way of mutual consultation and/or under "The Arbitration and Conciliation Act 1996" and for the said purpose. If the dispute or any part thereof remains unresolved, then the same shall be referred to Secretary, OIDB who shall appoint an arbitrator in compliance of the provisions of Arbitration Act. The Courts at Delhi shall have the jurisdiction to entertain any petition in this regard.

10 This contract shall be governed by and construed in accordance with the laws of India. Each party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Condition of Contract.

X. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the
M/s

Signed on behalf of the
Oil Industry Development Board

(Authorized Signatory)

(Authorized Signatory)

Annexure - VII**FORMAT FOR PERFORMANCE CERTIFICATION**

1. Contract No. & Date:
2. Description of the contract:
(Copy of the contract to be attached)
3. Contract location/address:
4. Contract Cost (Rs.):
5. Taxes (Rs.):
6. Date of start of contract:
7. Date of completion:
8. Period of contract:
9. Performance Report:

Signature of the organization

Date

Stamp

**PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS
TO THE BIDDING CONDITIONS**

OIDB expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	REMARKS
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Signature of the Bidder

Name _____

Seal of the company _____