

To  
M/s Berger Paints Ltd.  
B20, Sector -3  
NOIDA – 201 301

04.12.2009

Dear Sir,

Sub : Exterior painting of 5 (five) blocks of residential flats, at OIL Residential Complex at Plot No.250C, Sector 15-A, NOIDA.

We are forwarding herewith an enquiry under reference OIL/62/07/Enq-438 dated 30.11.2009, for providing the services of Exterior painting of 5 Blocks of residential Flats at OIL Residential Complex, Sector 15-A, NOIDA. Detailed scope of work and other terms and conditions are indicated in the enclosed enquiry. You are requested to quote your best price for the same please.

However, in case you would like to participate through your authorized dealer , you may forward the enquiry to your authorized dealer with an intimation to us. The offer from your authorized dealer must accompany due certification from you. However, please note, you will stand guarantor for quality service, warranty , supervision etc. in the event your recommended authorized dealer is awarded the contract.

Above is for your kind information please. Kindly acknowledge receipt.

Thanking you,

Yours faithfully  
Oil India Limited

( A.K.Khatoniar)  
Sr.Manager ( Conts)  
For Senior Adviser (C&P)

To  
M/s Johnson & Nicholson  
B5/2 Pkhla Industrial Area , Phase –II  
New Delhi – 110 020

04.12.2009

Dear Sir,

Sub : Exterior painting of 5 (five) blocks of residential flats, at OIL Residential Complex at Plot No.250C, Sector 15-A, NOIDA.

We are forwarding herewith an enquiry under reference OIL/62/07/Enq-438 dated 30.11.2009, for providing the services of Exterior painting of 5 Blocks of residential Flats at OIL Residential Complex, Sector 15-A, NOIDA. Detailed scope of work and other terms and conditions are indicated in the enclosed enquiry. You are requested to quote your best price for the same please.

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Yours faithfully  
Oil India Limited

( A.K.Khatoniar)  
Sr.Manager ( Conts)  
For Senior Adviser (C&P)

To  
M/s ICI India Ltd.  
Paints –Delhi Regional Office  
A-94/3, Okhla Industrial area  
Phase-II,  
New Delhi – 110 020

04.12.2009

Dear Sir,

Sub : Exterior painting of 5 (five) blocks of residential flats, at OIL Residential Complex at Plot No.250C, Sector 15-A, NOIDA.

This has reference to the discussion we had on the subject. As suggested, we are forwarding the enclosed enquiry ( OIL/62/07/Enq- 438 dated 30.11.2009) , highlighting the scope of work and other terms and conditions to the following authorized parties as recommended by you. However, please note, you will stand guarantor for quality service, warranty , supervision etc. in the event your recommended authorized dealer is awarded the contract. The parties to whom the enquiry is forwarded are as under :

1. M/s J.K.Modi Stel India
2. M/s Balaji Paints and Sanitation
3. M/s Kalish Builders

Above is for your kind information please. Kindly acknowledge receipt.

Thanking you,

Yours faithfully  
Oil India Limited

( A.K.Khatoniar)  
Sr.Manager ( Conts)  
For Senior Adviser (C&P)

**To**  
**M/s Asian Paints ( India) Limited**  
**B-1/E-19, Mohan Co-Op. Indl.Estate**  
**Main Mathura Road**  
**Badarpur, New Delhi – 110 044**

**04.12.2009**

Dear Sir,

Sub : Exterior painting of 5 (five) blocks of residential flats, at OIL Residential Complex at Plot No.250C, Sector 15-A, NOIDA.

This has reference to the discussion we had on the subject. As suggested, we are forwarding the enclosed enquiry ( OIL/62/07/Enq- 438 dated 30.11.2009) , highlighting the scope of work and other terms and conditions to the following authorized parties as recommended by you. However, please note, you will stand guarantor for quality service, warranty , supervision etc. in the event your recommended authorized dealer is awarded the contract. The parties to whom the enquiry is forwarded are as under :

4. M/s H.M.Decorators
5. M/s GNW Contracts
6. M/s Shubh Decorators.

Above is for your kind information please. Kindly acknowledge receipt.

Thanking you,

Yours faithfully  
Oil India Limited

( A.K.Khatoniar)  
Sr.Manager ( Conts)  
For Senior Adviser (C&P)

Enquiry No.	<b>OIL/62/07/Enq- 438</b>
Date	<b>30.11.2009</b>
Bid Closing Date	<b>30.12.2009</b>
Bid Closing Time	<b>2.30 P.M.</b>
Bid Opening Date	<b>30.12.2009</b>
Bid Opening Time	<b>3.00 P.M.</b>

Sirs,

- 1.0 Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations for Exterior painting of 5 (five) blocks of residential flats, at OIL Residential Complex at Plot No.250C, Sector 15-A, NOIDA, as per the scope of work and other terms and conditions, special terms and conditions as laid down in Annexure-I, II and III enclosed herewith. OIL invites you to quote your most competitive rates for providing the said services as per the Price format enclosed as Annexure-IV. The quoted rate should be inclusive of all taxes, duties and charges etc.
- 2.0 You may submit your most competitive offer in a sealed envelope superscribing the following details on the right hand top corner:

OIL's Enquiry No. \_\_\_\_\_  
 Bid closing date \_\_\_\_\_  
 Brief description of the job \_\_\_\_\_  
 Bidder's Name \_\_\_\_\_

- 3.0 Offers must be addressed to:  
**Senior Adviser(C&P)**  
**Oil India Limited**  
**Plot No. 19, Sector-16A,**  
**NOIDA-201 301**
- 3.1 The sealed envelope containing the offer must be delivered at the Office of Senior Adviser (C&P) at above address latest by 2.30 PM on the Bid Closing Date.
- 3.2 Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of Senior Adviser (C&P) at the above address. Alternatively, they may send the same through Courier or by Post. OIL will not be responsible for any delay, wrong delivery or non-delivery of the bids.
- 3.3 In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / time will get extended up to the next working day.

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- 3.4 Offers or modifications to offers received after the Bid Closing time / date will not be considered. No unsolicited correspondence after submission of the offer will be taken into cognizance.
- 4.0 All entries in the offer must be made in English. The offered rate must be firm and shall be both in figures and words. Deviations/conditions, discounts if any, should be high-lighted. Offer should show the details of Taxes, Duties and other charges, if any. In absence of these details the quoted rates shall be considered as net price inclusive of all charges / expenses for completing the job in all respect at the required place / location.
- 5.0 **Validity:** Offers must be valid for acceptance for a minimum period of 60 ( sixty ) days from the Bid Closing date.
- 6.0 Offers must conform in all respects to the terms & conditions of the Enquiry. Deviations, if any, must be clearly and specifically stated.
- 7.0 OIL reserves the right to reject any or all tenders or to accept any tender either in full or in part without assigning any reason whatsoever. OIL also reserves the right to accept more than one offer and to split the services amongst two or more Contractors.
- 8.0 By submitting a bid, a bidder will be deemed to have understood and satisfied himself the nature of service to be rendered and they have taken into account all conditions and difficulties that may be encountered during supply of the items.
- 9.0 **Duration of the contract :** The job must be completed in all respect within 15 (fifteen) weeks from the date of issue of Letter of Intent ( LOI) or verbal communication which ever is earlier.
- 10.0 **BID SECURITY & OTHER DOCUMENTS**
- 10.1 Bids must be accompanied by Bid Security for an amount of Rs.10,000.00(Rupees Ten Thousand) only and shall be in one of the following forms:
- i) A Bank Guarantee from any scheduled Indian Bank with a validity of at least 6 (six) months from the date of Bid Closing and shall be enforceable at New Delhi.
  - ii) A Cashier's Cheque payable to OIL INDIA LIMITED, New Delhi.
  - iii) A Bank Draft in favour of OIL INDIA LIMITED and payable at New Delhi.
- 10.2 Unsuccessful bidder's Bid Security will be returned soon after the finalization of this Enquiry.

- 10.3 Successful bidder's Bid Security will be returned after receipt of Performance Security from him / them.
- 10.4 Bid Security will not accrue any interest.
- 10.5 The Bid Security will be forfeited :
  - i) If a bidder withdraws his bid during the period of validity of bid or
  - ii) If the successful bidder fails to furnish the Performance Security / accept the Contract within 10(Ten) days of award of Contract.

#### 11.0 **Bid Rejection Criteria**

- 11.1 Any bid not accompanied by a proper Bid Security in the above form will be rejected.
- 11.2 Conditional offers will be liable for rejection.
- 11.3 Bids with inadequate validity will be rejected.
- 11.4 Bids received after Bid Closing date and time will be rejected.
- 11.5 Bids received from unsolicited Parties will be rejected.
- 11.6 Bid shall contain no interlineations, erasers or overwriting except as necessary to correct errors made by bidder, in which case such corrections shall be initialed by the person signing the bid. Any bid not meeting this requirement shall be rejected.
- 11.7 Bids containing incorrect statement and / or incomplete information will be rejected.
- 11.8 Bidders are requested to quote for all the items failing which the offer will be considered as unresponsive and will be rejected.

#### 12. **Bid Evaluation criteria**

- 12.1 Evaluation will be on overall total lowest value, based on the quantities shown.
- 12.2 The quantities shown are tentative only and may vary depending on actual site conditions.

#### 13.0 **Performance Security Deposit:**

- 13.1 Successful bidder shall be required to furnish a Bank Guarantee towards Performance Security, for an amount equivalent to 10% of the total estimated Contract value. The Bank Guarantee shall have to be furnished within 10 (Ten) days from the date of receipt of the notification of award of Contract, failing which the award of Contract may be cancelled. The Bank Guarantee issued by any Nationalised Bank should be kept valid till the warranty period as required. A format of Bank Guarantee is enclosed herewith.
- 13.2 The Bank Guarantee will be discharged after successful completion of the Contract and subsequent extensions if any. In the event of default in the execution of the Contract by the Contractor as per the terms and

conditions of the Contract, the Bank Guarantee will invoked either in part or in full.

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13.3 The proceeds of the Performance Security shall be payable to Oil India Limited as compensation for any loss resulting from the Contractor's failure to complete his obligations under the Contract.

**14.0 Liquidated Damage ( L/D) :** Time is the essence of the contract and any delay will attract penalty @ 0.5 % of the total contract value per week or part thereof subject to a maximum of 7.5% of the total contract value. The amount will be deducted from contractor's outstanding bills.

15.0 **Arbitration:** All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the contract or the breach thereof shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of arbitration shall be New Delhi.

Thanking you,

Yours faithfully,  
OIL INDIA LIMITED

( A K Khatoniar )  
Sr.Manager (Contracts)  
for Senior Adviser (C & P)  
for Chairman & Managing Director

## **ANNEXURE-II**

### **General Terms and conditions of enquiry No. 438 for Exterior painting of OIL Residential Complex at Sector 15-A, NOIDA**

- 1.1 The contractor shall provide adequate & suitable manpower for execution of the jobs as outlined in Annexure-I. ( Scope of work) .
- 1.2 The quoted rate shall remain firm throughout the contractual period. Revision of rate will not be considered in any case and under any circumstances.
- 1.3 Contractor will be responsible for making monthly payment to the work force provided by them, on or before 7<sup>th</sup> of every month without fail in presence of OIL's authorized representative. In case of any lapse on their part or on part of the work force deployed by contractor, the contractor will be held exclusively and directly responsible.
- 1.4 The evaluation of the bid will be as per Bid Evaluation criteria as stated herein above.

## **2 INVOICING AND PAYMENT**

- a. The Contractor shall invoice for the actual work done fortnightly and 80 % payment will be released on certification by the Engineer –in –charge and or OIL's authorized representative.
- b. OIL shall, within 30 days of the receipt of the Contractor's invoices, shall make payment of the undisputed invoice.

## **3 CONTRACTOR'S RESPONSIBILITIES**

- 3.1 The contractor will ensure to comply with legal provisions related to this Contract. In case of misconduct etc, and report against any of the personnel, such personnel should immediately be replaced by deploying another personnel on same terms & conditions. Such personnel will not be deployed in OIL again without written consent of the authorised officer or officer-in-charge.
- 3.2 The contractor will be held solely responsible for any kind of loss/damages done to fittings, fixtures and equipment etc. In such cases contractor shall make good the loss/damage, either by replacement or by adequate compensation.
- 3.3 The work force deployed by the contractor will exclusively be on contractor's pay roll. The contractor will be responsible for making monthly payment to this work force on or before 7<sup>th</sup> of every month and

in case of any lapse the contractor will be exclusively and directly responsible.

-2-

- 3.4 The contractor will be exclusively responsible for the proper behavior of the work force provided by the contractor. The contractor will also be bound to prohibit and prevent the work force from taking part in any direct or indirect association with a person or persons engaged in any antisocial activities, demonstrations, riots of agitation, which may in any way be detrimental or prejudicial to the occupants of land / properties in the neighborhood. Therefore, the contractor have to keep OIL and its employees etc, harmless and indemnified from any consequential claims, actions, suits, proceedings, losses or damages on any ground whatsoever.
- 4.0 **CONTRACTOR'S OBLIGATIONS.**
- 4.1 The contractor, if so required, shall obtain requisite license at his cost from the appropriate licensing authority for executing this contract work and submit copy of such license to OIL. The Contractor shall also observe the rules & regulations framed under the contract Labour (Regulations & Abolition) Act. The Contractor employing 20 (twenty) or more number of workmen on any day of the preceding 12 months required to obtain requisite license at his cost from the appropriate licensing office/ Officers before undertaking any contract work under that Contractor Labour Regulation & Abolition Act. 1970.
- 4.2 The Contract hereby undertake to indemnify OIL against all claims which may arise under the noted acts:
- a) The Shops and Establishment Act.
  - b) The workman's compensation Act.
  - c) The payment of Wages Act.
  - d) The Contract labour (Regulation and Abolition) Act. 1970 and the rules framed there under.
  - e) Family Pension Scheme.
  - f) Inter-state Migrant Workmen (Regulation of employment and condition of Service) Act, 1979.
- 4.3 The Contractor shall disburse payment to his personnel as per the wages and allowances fixed by company from time to time on or before 7<sup>th</sup> of each corresponding month for the work rendered during the previous month, irrespective of receipt of payment from OIL or not.
- 4.4 The Contractor shall ensure strict compliance with provisions of various laws mentioned in para (4.1) above.
- 4.5 The Contractor shall provide, as and when required by OIL, the records/ documents to OIL for its verification of disbursement made for services rendered.
- 4.6 Contractor should submit documentary evidence as and when called for with regard to deposit of Provident Funds in respect of personnel deployed against this contract as per provisions of Employees Provident Fund Act.
- 4.7 Contract should deposit service tax regularly and submit the receipt of the same to OIL for verification.

4.8 Contractor shall submit any other documentary evidence as & when called by OIL in connection with this Contract.

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#### 5.0 **OIL's RESPONSIBILITY / RIGHT**

5.1 The liability of OIL will be limited only to the payment of amount for providing the required services.

5.2 OIL shall provide the space for storing the material at contractor's risk.

5.3 Water, electricity will be provided by OIL.

#### 6.0 **TAXES/LEVIES**

6.1 Income tax, if any, as per provisions of the income tax Act 1961 and as amended from time to time, shall be on Contractor's account and shall be deducted from Contractor's monthly bill.

6.2 Any statutory new tax ( other than the one prevalent on the date of tender opening ) levied during the contractual period will be reimbursed by OIL subject to furnishing of documentary proof of payment of such taxes.

#### 7.0 **OTHER TERMS AND CONDITIONS**

The Contractor must nominate a responsible contact person who shall be available immediately for complying with any emergency and for co-ordination.

#### 8.0 **WITHHOLDING OF PAYMENT**

OIL may withhold the whole or any part of the amount due to contractor on account of subsequently discovered evidence in order to protect OIL from loss on account of:

8.1.1 For non-completion of contracted work to OIL's satisfaction.

8.1.2 Contractor's indebtedness arising out of execution of the Contract.

8.1.3 Failure of the Contractor to pay or provide for the payment of salaries/ wages, P.F. contributions, taxes or enforced savings with-held from wages etc.

8.1.4 All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.

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8.1.5 Any failure by the Contractor to fully reimburse OIL under of indemnification provisions of this Contract. If, during the process of the work Contractor shall allow any indebtedness to accrue of which OIL may be primarily or contingently liable or ultimately responsible and contractor shall, within five days after demand is made by OIL, fail to pay and discharge such indebtedness, then OIL may during the period for which indebtedness shall remain unpaid, with-hold from the amounts due to Contractor's a sum equal to the amount such unpaid indebtedness. When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

**Withholding will also be effected on account of the following:**

- i) Garnishee order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by OIL in the event of Contractor's failure to adhere to such laws.

9.0 **NOTICES & ADDRESS**

All notices & instructions given by either party shall be in writing. For all correspondence, the address given by the contractor will be treated as correct address for sending any communication unless otherwise any change in the given address is intimated by the contractor in writing to OIL.

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**Special Terms and Conditions**

The special terms and conditions are given below :

1. Painting will have to be carried out under direct supervision of Paint manufacturers to ascertain quality & they have to report to the Engineer –in –Charge on regular basis.
2. The party will have to give Performance warranty of at least five years and during that period in case there is any fault, the contractor will have to restorer/repair at their own cost.
3. The materils specially the paints should be of Asian Paints/Johnson& Nicholson/Berger/ICICI make or equivalent and original bill towards procuremet of paints will have to be furnished for payment.
4. The contractor will provide adequate labours, materials and any other equipment what so ever is required for execution of the job. The quoted price should be inclusive of all and no other payment will be made on these accounts.
5. All necessary safety precautions are to be taken by the contractor to ensure safety of their labourers engaged .

**Annexure-IV**

**Price format**

Sl.No.	Description of items	Unit	Quantity	Unit rate (Rs)	Total (Rs)
1	Scrapping/minor repair /one coat putty/one coat primer/two coats of Apex Ultimer ( best quality)	Sq.m	11000		
2	Enamel painting for doors, grills and windows etc.	Sq.m	5000		
3	Masonry repair of the wall staircases ( wherever necessary)	Sq.m	2200 ( approx)		
4	<b>TOTAL Cost</b>				