

Tender No. LCP3438L15 dated 01.05.2014

This tender has been issued to the following 12 (twelve) prospective parties:

- i) M/s. S. S. Traders, New Delhi
- ii) M/s. R.R. Associates, New Delhi
- iii) M/s. Vending Updates India Pvt. Ltd., NOIDA
- iv) M/s. Rishabh Enterprises, NOIDA
- v) M/s. Royal Vending Services, Gurgaon
- vi) M/s. Mahamai Vending Services, Delhi
- vii) M/s. Punchkin Vending Machine, Delhi
- viii) M/s. SND Marketing & Services, New Delhi
- ix) M/s. Desire Café Vending Services, New Delhi
- x) M/s. GMC Beverages Pvt. Ltd., NOIDA
- xi) M/s. Vishal Facility Services, Delhi
- xii) M/s. Shrinath Enterprises, Greater NOIDA

However, any other party interested for participation in the tender may apply for the tender on or before 12.05.2014. Tender to such interested parties will be issued subject to submission of documentary evidence fulfilling the Bid Rejection Criteria (BRC) as mentioned in Point No. 11.1 to 11.3 of Covering Note of this Tender Document. Request letter(s) with inadequate documentary evidence (as mentioned above) will not be entertained.



ऑयल इंडिया लिमिटेड

(भारत सरकार का उपक्रम) पंजीकृत कार्यालय : दुलियाजान, असम

Oil India Limited

(A Government of India Enterprise) Registered Office : Duliagan, Assam

प्लॉट नं० 19, सेक्टर 16-ए, नोएडा-201301, उत्तर प्रदेश

Plot No. 19, Sector 16-A, Noida-201301, Uttar Pradesh

दूरभाष / Telephone : 0120 - 2488333 - 347 फैक्स / Fax : 0120 - 2488310

Covering Note

Enquiry No.	LCP3438L15
Date	01.05.2014
Bid Closing Date	15.05.2014
Bid Closing Time	14 : 30 Hrs.(IST)
Bid Opening Date	15.05.2014
Bid Opening Time	14 : 45 Hrs. (IST)
Bid Security	Rs. 23,300.00
Performance Security	2.5 % of the total Contract Value
Retention Money	7.5 % of the running bills

Sirs,

1. Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations for "Supplying and maintaining of 6 (six) nos. of Tea / Coffee vending machines on hire basis along with consumables for its office at OIL House (4 nos.), 6th Floor of SB Tower (1 no.) and 5th Floor of IT Infrastructure Building (1 no.), Sector – 16A, NOIDA, U.P.". General Terms and Conditions, Scope of Works and Schedule of Rates are enclosed herewith as Annexure-I, Annexure - II and Annexure - III. OIL invites you to quote your most competitive rates for providing the said services as per the schedule of rates in Annexure-III. The quoted rate should be inclusive of all taxes, duties and charges etc.
2. You may submit your most competitive offer in a sealed envelope super scribing 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. Offers must be addressed to:

Chief Advisor (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 Chief Adviser (C&P) at above address latest by 14:30 Hrs. (IST) 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 Chief 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.
- 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. 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. **Validity:** Offers must be valid for acceptance for a period of 60 (sixty) days from the Bid Closing date. Bidder must indicate validity of the offer in the quotation failing which it will be construed that offer is valid for 60 (sixty) days from the bid closing date.
6. Offers must conform in all respects to the terms & conditions of the Tender. Deviations, if any, must be clearly and specifically stated.
7. 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. 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. **Mobilisation Period:** The Contractor has to mobilize/ install the machines in all respect for commencement of the service with supply consumables w.e.f. 16.06.2014 or as specified in Letter of Award (LOA)/ Contract.
10. **Duration of the contract :** The initial duration of the contract will be for a period of 2 (two) years, which may be extended for a further period of 1 (one) year at the same rate, terms and conditions at the discretion of OIL.
11. **Bid Rejection Criteria :**
- The bid shall conform generally to the specifications and terms and conditions given in the Tender Documents. Bids will be rejected in case 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 mandatory requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected. All documents related to BRC must be submitted along with the Techno-Commercial Bid.
- 11.1 The bidder should have experience of providing similar services to PSUs / Central Govt./ State Govt. Organizations or in any reputed private organization during the last 7 (seven) years ending April, 2014, of value either of the following :

i. Three similar completed works each costing not less than the amount equal to **Rs. 2.32 lakhs.**

Or

ii. Two similar completed works each costing not less than the amount equal to **Rs. 2.90 lakhs.**

Or

iii. One similar completed works each costing not less than the amount equal to **Rs. 4.65 lakhs.**

“Similar Work” means providing vending machines on hire basis along with consumables.

- 11.2 Average annual financial turnover as per audited annual report for the last three accounting years, should be at least **Rs. 1.74 lakhs.**
- 11.3 Bids should be accompanied by adequate documentary evidence of the above mentioned experience and annual turnover criteria. Bidders must submit Completion Certificate showing Gross value of the job/ service, description of job/service and duration of the contract along with the bid otherwise their bid will be rejected. Contractors who are giving Contract copies along with extension letters, if any issued from OIL need not to submit Completion certificate separately. All documents in support of financial turnover must be duly certified by a practicing Chartered/ Cost Accountant otherwise the offer of the bidder will be rejected.
- 11.4 Bidders must quote their offer in accordance with the format provided in Section - III. Bids received in any other form will be rejected. **Bidders have to quote for all the items otherwise their offer will be rejected. However, if any bidder does not quote against Item Sl. No. 1 of Section - III it will be construed that there is no Machine Utilization Charge and the evaluation will be done accordingly.**
- 11.5 Bids with inadequate validity will be rejected.
- 11.6 Bidders shall furnish the “Bid Security” in the proper manner for the amount as specified in the ‘Covering Note’. Any Bid not accompanied by proper Bid Security will be rejected.
- 11.7 Any Bid containing a false statement shall be rejected.
- 11.8 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.
- 11.9 The rate quoted by Bidders must be held firm during the term of the contract and not be subjected to any variation except as per the provisions of the contract. Bids with adjustable price terms will be rejected.
- 11.10 No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 11.11 Unsolicited Bids/Offer(s) will be rejected straight away. Party has to purchase the Tender document against tender fee before submitting their Bid(s)/Offer(s).

NOTE: If any clauses in the BRC contradict clauses elsewhere in the Bid Document, then the clauses in the BRC shall prevail.

12. BID EVALUATION CRITERIA (BEC) :

- 12.1 Bids will be technically evaluated on the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.
- 12.2 Bids conforming to the technical specifications, the terms and conditions stipulated in the tender and conforming to the Bid Rejection Criteria will be evaluated to determine the lowest bidder.
- 12.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Comparison of offers will be done on total evaluated cost on the basis of rates quoted in the Bidding Format.
- 12.4 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 12.5 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

13.0 Penalty :

In the event the contractor fails to perform the duties in the manner as desired and or does not comply with the contract provisions and terms and conditions, OIL shall have the right to deduct such amount deemed feel appropriate as penalty. The amount of such deductions will be on pro-rata basis of the value of the contract. The decision of OIL in this regard will be final and binding on the contractor.

14.0 Payment :

Payment will be made on monthly basis after completion of the job and within 30 days from receipt of undisputed bills after adjusting penalty, deductions, if any.

15.0 Termination :

OIL reserves the right to terminate the contract, with one month written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination.

- 17.0 Bidders, in their own interest, are advised to visit the sites before submitting their quotation. In this regards and for any clarification please contact :

Ms. Rupanjali Saikia
Senior Manager (A & EO to CMD)
Oil India Limited
Mobile No. : 8800777266

Thanking you,

Yours faithfully,
OIL INDIA LIMITED

(N. Sarmah)
Senior Purchase officer (C & P)
For Chief Manager (Materials)
For Chief Advisor (C & P)
For Chairman & Managing Director

ANNEXURE I

OIL INDIA LIMITED

(A Government of India Enterprise)
Plot No. 19, Sector 16A, Noida - 201301
Phone: 0120 - 2488333 to 2488347 (EPABX)
Fax: 0120 - 2488310
E-mail: oilindia@oilindia.in
Web Site: www.oil-india.com

GENERAL TERMS AND CONDITIONS

1.0 TRANSFERABILITY OF BID DOCUMENTS:

- 1.1 The Bid documents are non-transferable. The bid can only be submitted in the name of the bidder in whose name the bid document has been issued.
- 1.2 Unsolicited offers will not be considered and will be straightway rejected.
- 1.3 Employees of Oil India Limited are prohibited from quoting and also from getting others to quote on their behalf.

2.0 COST OF BIDDING:

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OIL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.0 AMENDMENT TO BIDDING DOCUMENTS:

At any time prior to the bid closing date, OIL may for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidder(s), modify the bidding document by amendment(s). All prospective bidders who have received the bidding documents will be notified of the amendments in writing.

4.0 CONTENTS OF OFFERS:

- 4.1 Offer should be in English . The Price Schedule shall be furnished by the bidder as per proforma vide Annexure - III. The prescribed proforma duly filled in and signed should be returned intact whether quoting for any service or not. When any service is not being quoted by the Bidder, the corresponding space should be filled up by the words "Not Quoting". The Price Schedule shall be complete and free from ambiguity, change or interlineations.
- 4.2 Offered rates should be kept firm through completion of the Contract duration.
- 4.3 Taxes, duty etc, if any, should be shown separately. IF TAXES ETC. ARE NOT SHOWN SEPARATELY THE OFFER WILL BE CONSIDERED TO BE INCLUSIVE OF ALL TAXES, DUTIES ETC. AND WILL BE BINDING ON THE BIDDER.

4.4 STATUTORY VARIATION:

Any statutory variation (increase/decrease) in the rate of any statutory levy after the closing date of tenders/revised priced bid, as the case may be, but within the contractual delivery/completion period will be to the account of OIL subject to documentary evidence.

- 4.5 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.6 **Bidders should offer firm prices.**
Offered prices shall be both in figures and words and in case of any discrepancy between these two, the prices indicated in words will only be considered.

4.7 **VALIDITY:**

Offers must be valid for acceptance for the minimum period of 60 days, unless otherwise specified, counted from the Bid Closing Date as indicated in the covering page. Offers without the minimum validity period will be liable for rejection. In the absence of any categorical mention regarding validity of the offer, it will be construed that the offer is valid as called for in the covering page and it will be incumbent on the bidders to accept order, if any, when placed within such validity.

4.8 **VAGUE AND INDEFINITE EXPRESSIONS:**

Any vague and indefinite expressions will not be considered.

5.0 **CLARIFICATION IN RESPECT OF INCOMPLETE OFFERS**

Prospective bidders are advised to ensure that their bids are complete in all respects and conform to OIL's terms, conditions and bid evaluation criteria of the tender. Bids not complying with OIL's requirement may be rejected without seeking any clarification.

6.0 **DOCUMENTS COMPRISING THE BID :**

6.1 The bid prepared by the bidder shall comprise the following components, duly completed:

- a) Schedule of Rates (Refer Annexure - III)
- b) Bid must accompany necessary literature/catalogue of the product , wherever required.
- c) Exceptions/Deviations Statement, if any
- d) Authorisation letter for attending Tender Opening (Refer Annexure - IV)

7.0 **SUBMISSION OF OFFER :**

7.1 *In the event of receipt of only a single offer against the tender within the B.C. date OIL reserves the right to extend the B.C. date as deemed fit by the company. During the extended period, the bidders who have already submitted the bids on or before the original B.C. date , shall not be permitted to revise their quotation.*

7.2 Bidders, in their own interest, are advised to drop their offers personally in "LOCAL TENDER BOX" at C & P department at NOIDA. Alternatively they may send the same through Registered Post/courier. Oil India Limited will not be responsible for any delay, wrong delivery or non-delivery of the offers. No offer will be accepted after the bid closing date and time.

7.3 Bids must be submitted in original. No offer should be sent by Telex / Cable / Fax / E-mail/telephone unless specifically asked for in writing. Bids not complying with above will be rejected.

8.0 **DEADLINE FOR SUBMISSION OF BIDS :**

8.1 Offers must be received at the office of the Chief Adviser(C & P), Oil India Limited at NOIDA by the Bid Closing Date & time mentioned in the Notice Inviting Tender (NIT).

8.2 Timely delivery of the offer at the above address is the responsibility of the bidder.

9.0 **MODIFICATIONS AND CLARIFICATIONS OF BIDS :**

9.1 Offers or modifications to offers received after the Bid Closing Date and time will not be considered. No unsolicited correspondence after submission of the offer will be taken cognizance of or responded to.

- 9.2 After the opening of the bid, OIL may at its discretion ask the bidder for clarification of its bids. The request for clarification and response shall be in writing and no change in the price or substance of the Bid shall be accepted. The reply of the bidder should be restricted to the clarifications sought.

10.0 EXTENSION OF BID SUBMISSION DATE :

Normally no request for extension of Bid Closing Date will be entertained. However, in case of any changes in the specifications, inadequate response or for any other reasons, OIL may at its discretion, extend the bid closing date and/or time.

11.0 RETURN OF LATE BIDS :

- 11.1 Bids received after Bid Closing Date & time will be treated as "Late Bids". In case of tenders where Bid Security has been called for, the late bids shall be returned to the bidders immediately. In all other cases, the late bids will be destroyed by OIL.

12.0 OPENING OF TENDERS :

- 12.1 Bidder or their authorised representative (only one person per bidder) will be allowed to be present at the time of opening of the Bids. However, a letter (in the form as per Annexure - IV enclosed) must be produced to the Tender Opening Officer at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the tender opening.
- 12.2 In case of any unscheduled holiday/Bandh on the bid opening date, the Bids will be opened on the next working day. Accordingly, Bid Closing Date / time will get extended up to the next working day.

13.0 COMPLIANCE WITH TENDER :

- 13.1 Bidder's offer must conform in all respects with the applicable specifications, terms and conditions of the tender. Any deviation from the tender specifications or terms and conditions must be clearly and explicitly stated. If the bidder does not superficially mention about any deviations from the tender terms and conditions, it will be construed that they have agreed to comply with all the terms and conditions of the tender.
- 13.2 OIL reserves the right to accept / reject any deviation in bidder's offer pertaining to the terms and conditions stipulated in this tender without assigning any reason.

14.0 OIL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

- 14.1 OIL reserves the right to accept / reject or prefer any offer either in full or in part or 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 (s) or any obligation to inform the affected bidder (s) of the ground for OIL's action. OIL also reserves the right to split the order between two or more parties.

- 15.0 **BANKING CHARGES :**
All banking charges will be to the bidder's account.

16.0 ASSIGNMENT :

The Bidder/ Contractor shall not transfer, assign or sublet the consequent Contract or any part thereof without the prior consent in writing from OIL. Any permitted transfer/assignment or subletting shall not relieve the Bidder/ Contractor of any of his obligations which might have arisen before such permission was given.

17.0 BID SECURITY :

- 17.1 All the Bids must be accompanied by Bid Security for the amount as mentioned in the NIT and shall be in the prescribed format (Annexure - V) in one of the following forms:

- i) A Bank Guarantee from any scheduled Indian Bank. The Bank Guarantee shall be valid for 3(three) months from the bid closing date and shall be enforceable at NOIDA/Delhi.

ii) Bank draft in favour of OIL INDIA LIMITED and payable at NOIDA.

17.2.1 The bidders will have to submit the Bank Guarantee from any of the scheduled Indian banks and on non - judicial stamp paper of requisite value, as per the Indian Stamp Act, purchased in the name of the issuing banker.

17.2.2 The Bank Guarantee issued by a Bank amongst others must contain the following particulars of such Bank :

(a) Full Address

(b) Branch Code

(c) Code Nos. of the authorized signatory with full name and designation

(d) Phone Nos./Fax Nos./E-mail address

17.2.3 In case, any such Bid Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the bid submitted by the concerned bidder shall be rejected forthwith and the bidder shall be debarred from participating in future tenders.

17.3 Any bid not accompanied by a proper Bid Security (in Original) in conformity with Clauses 17.1 and 17.2.1 will be rejected outright without any further reference.

17.4 The Bid Security of the unsuccessful bidders will be returned after finalization of tender whereas the Bid Security of the successful bidder will be discharged on such bidder's furnishing the Performance Security to OIL in the prescribed format (Annexure - VI) against the Purchase Order/Contract secured by the bidder within the stipulated time frame. The successful bidder will however, ensure that the validity of the Bid Security till such time the Performance Security in conformity with Clauses 18.0 below as the case may be, is furnished.

17.5 The bidders will extend the validity of the Bid Security, if and whenever specifically advised by OIL, at the bidder's cost.

17.6 Bid Security will not accrue any interest during its period of validity or extended validity.

17.7 The Bid Security will be forfeited:

a) If a bidder withdraws his bid during the period of validity of bid or any extension thereof duly agreed by the bidder,

OR

b) If the successful Bidder do not accept the order or fails to furnish the Performance Security within 15 days of placement of order or before the expiry of Bid Security (unless extended), whichever is earlier

18.0 **PERFORMANCE SECURITY :**

18.1 The successful bidder shall furnish the Performance Security in the form enclosed (Annexure - VI) herewith within 15 days of the receipt of the notification of award of Contract, failing which OIL reserves the right to cancel the award of Contract and forfeit the Bid Security. Bidders should undertake in their bid to submit Performance Security as stated above. Performance Security should be for an amount as mentioned in the Forwarding Letter/Covering Note. The Bank Guarantee issued by any Scheduled Bank should be kept valid for six more month than the validity of the Contract and extensions thereto. Alternatively the successful bidder can submit the Performance Security in the form of Demand Draft or Bankers Cheque for the amount mentioned above. Performance security in any form will be returned to the Contractor only after six months after the validity of the Contract and extensions if any.

18.2 In the event of Bidder's failure to discharge their obligations under the Contract, the Performance Security shall be forfeited in part or full without any further reference to the Bidder.

- 18.3 The Performance Security shall be denominated in the currency of the contract and shall be in the form of a Bank Guarantee or Bank Draft.
- 18.4 The Bank Guarantee will have to be given from the Scheduled Bank on non judicial stamp papers of requisite value, as per the Indian Stamp Act, and stamp papers should be in the name of the issuing bank.
- 18.5 The Bank Guarantee issued by the Bank amongst others must contain the following particulars of the Bank :
- (a) Full Address
 - (b) Branch Code
 - (c) Code Nos. of the authorized signatory with full name and designation
 - (d) Phone Nos./Fax Nos./E-mail address
- 18.6 In case, the Performance Security in the form of a Bank Guarantee is found to be not genuine or issued by a fake banker or issued under the signatures of fake official of the Bank, the LOA/Contract issued/placed on the Contractor shall be treated as cancelled forthwith and the bidder shall be debarred from participating in future tenders. Further, the Bid Security submitted by such Contractor shall be invoked without any further reference.
- 18.7 The Bank Guarantee shall be enforceable at NOIDA/DELHI or as specified in the Tender/Contract.
- 18.8 Performance Security amount will not accrue any interest.

19.0 RETENTION MONEY :

A Retention Money equivalent to 7.5 % of each running account bill will be deducted till final completion of the Contract. This amount will be released to the Contractor along with the Performance Security i.e. after 6(six) months but within 7(seven) months from Completion of the Contract period. Retention Money will not accrue any interest.

20.0 LIQUIDATED DAMAGES :

The Contractor shall mobilize their personnel and equipment within the specified time for commencement/completion of services as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement/ completion of services within the stipulated time, the Contractor shall be liable to pay Liquidated Damages at the rate of 0.5% (half percent) of the total evaluated value of the Contract per week or part thereof of delay subject to maximum of 7.5%. Liquidated damages will be reckoned from the stipulated date of commencement/ completion as defined in the notice of award of the contract. Company may without prejudice to any other right or remedy available to it to recover damages for breach of contract, recover the liquidated damages as above from the Contractor. This is an agreed genuine pre-estimate of damages duly agreed by the parties.

The Company also reserves the right to cancel the contract without any compensation whatsoever in case of failure to commence services within the stipulated date.

21.0 FORCE MAJEURE:

- 21.1 In the event of either of the parties being rendered unable, wholly or in part by force majeure to carry out its obligations under the agreement when entered into, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegram / telex / fax to other party as soon as possible (within maximum one week), after the occurrence of the cause relied on then the obligations of the party giving such notice with proper documentary evidence so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause as far as possible be remedied with all reasonable effort.

21.2 The term "Force Majeure" as used herein shall mean 'Acts of God' including Landslides, Lightning, Earthquake, Fires, Storms, Floods, declared Wars, Blockades, insurrection, riots, Government regulations etc., which are not within the control of the party claiming suspension of its obligations within the meaning of the above Clause 21.1 and which renders performance of the contract by the said party completely impossible.

22.0 The contract arising out of this tender shall be interpreted in accordance with and governed by the laws of India. The personnel employed by the contractor shall be the sole responsibility and liability of the contractor and also expenses in connection with their employment shall be borne by the contractor. Oil India Ltd shall not bear any responsibility or have liability whatsoever arising out of this contract, including the liability under the Workmen's Compensation Act or any other Act (s) applicable. The Contractor shall comply with provisions of various labour laws enacted by the Central / State Government, as amended from time to time. All statutory requirements / obligations there under, as may be applicable to the contract labour, will have to be adhered to by the contractor and any failure on his part on this account shall be responsibility of the contractor. The contractor will abide by rules, regulations, by-laws and statues, imposed by the Government and other local authorities etc. The Contractor has to ensure that the payment of wages / salaries / allowances / overtime etc shall be subject to the minimum wage rates notified by the State Govt. from time to time. The payment of wages shall be made directly by the contractor to his staff and not through thekedars or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature whatsoever, except for statutory deductions. Any financial liability on account of non-observance/no-compliance of any statutory requirement shall be responsibility of contractor. The contractor shall keep Oil India Ltd indemnified for any claims/ damages / disputes that may arise under any provision of law at any point of time during the currency of the contract or thereafter for the relevant period.

23.0 ARBITRATION:

All disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Tender and consequent Contract or the breach thereof shall be mutually settled. However, in case no such mutual settlement is arrived at, the matter shall be settled by arbitration in accordance with the provision of arbitration of the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The venue of arbitration shall be at NOIDA/DELHI unless otherwise agreed by OIL.

Scope of Works

Oil India Limited (OIL) for its office at OIL House (4 nos.), 6th Floor of SB Tower (1 no.) and 5th Floor of IT Infrastructure Building (1 no.), Sector – 16A, NOIDA, U.P. intends to hire 6 (six) nos. of tea / coffee vending machines including supply of consumables and maintenance service. The broad scope of service of the contract will cover the following:

1. To supply and install 6 (six) nos. of four selection tea and coffee vending machines at OIL's office at OIL House (4 nos.), 6th Floor of SB Tower (1 no.) and 5th Floor of IT Infrastructure Building (1 no.), Sector – 16A, NOIDA, U.P., at the place provided by OIL with single phase electrical connection.
2. To maintain the vending machine at the contractor's cost to ensure uninterrupted supply of tea and coffee on requirement basis. The machine(s) will be replaced by the contractor in case of major breakdown at no extra cost.
3. To supply the required consumables such as coffee premix, dairy whitener, disposable cups, glass etc. Minimum stock for making at least 100 cups of tea and 100 cups of coffee has to be maintained by the contractor.

Schedule of Rates

Sl. No.	Description of Service	Qty	Unit Price	Total Price for 2 years
1	Machine utilization charges	6 machines for 24 months	Per machine per month = Rs.	
2	Disposable glass (200 ml)	131,250 Nos.	Price/ glass = Rs.	
3	Disposable cups (paper branded) (monthly 12,000 nos. approx.)	288,000 Nos.	Price/ cup = Rs.	
4	Coffee Premix [Bru or equivalent (to be approved by authorized personnel of OIL before supply)] (monthly 60 kg approx.)	1,440 Kgs.	Price / Kg = Rs.	
5	Cardamom Tea [Lipton or equivalent (to be approved by authorized personnel of OIL before supply)] (monthly 60 kg approx.)	1,440 Kgs.	Price / Kg = Rs.	
6	Hot Lemon Tea [Lipton or equivalent (to be approved by authorized personnel of OIL before supply)] (monthly 15 kg approx.)	360 Kgs.	Price / Kg = Rs.	
7	Dairy whitener [Lipton or equivalent (to be approved by authorized personnel of OIL before supply)] (monthly 15 kg approx.)	360 Kgs.	Price / Kg = Rs.	
	Taxes, if any			
	Grand Total for 2 years (inclusive of all) (Rs.)			

Notes :

- 1. Bidders have to quote for all the items otherwise their offer will be rejected. However, if any bidder does not quote against Item Sl. No. 1 above it will be construed that there is no Machine Utilization Charge and the evaluation will be done accordingly.**
- 2. Evaluation will be done on the basis of Grand total price.**
- 3. Above mentioned quantities are estimated for evaluation purpose only. Actual quantity may vary from the above mentioned quantities. Payment will be made on actual basis.**
- 4. Above mentioned prices are inclusive of all and no payment other than the above mentioned will be made.**

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To,
Chief Advisor(C & P)
OIL INDIA LIMITED
Plot No. 19, Sector 16A
Noida - 201301

Dear Sir,

Sub : Your Enquiry No.....

For

Mr. /Ms.. has been authorised to be present at the time of opening
of the above Enquiry due on
At NOIDA on my/our behalf.

Yours faithfully,

(Name)
Designation
Stamp / Seal

FORM OF BID SECURITY (BANK GUARANTEE)

To : Chief Adviser(C & P)
OIL INDIA LIMITED
Plot No. 19
Sector-16 A,
NOIDA-201 301
Fax No. 91-120-2488327

WHEREAS, (Name of Bidder) _____ (hereinafter called "the Bidder") has submitted their offer Dated _____ for the provision of certain oilfield services (hereinafter called "the Bid") against OIL INDIA LIMITED, Noida, 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 common seal of the said Bank this _____ day of _____ 20_.

THE CONDITIONS of this obligations are :

- (1) If the Bidder withdraws/modifies their Bid during the period of Bid validity specified by the Bidder; or
- (2) If the Bidder, having been notified of acceptance of their Bid by the Company during the period of Bid validity:
 - (a) Fails or refuses to execute the form of agreement in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

We undertake to pay to Company up to the above amount upon receipt of its first written demand (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 one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (**) and any demand in respect thereof should reach the Bank not later than the above date.

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 90 days from the date of Bid Closing.

PERFORMANCE BANK GUARANTEE

Oil India Limited,
Plot No. 19, Sector 16A
NOIDA-201301
Attn: Chief Advisor (Contracts & Purchase)

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 there under 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 date _____ (calculated at 6 months after Contract completion date).

SIGNATURE AND SEAL OF THE GUARANTORS _____
Designation _____
Name of Bank _____
Address _____

Date:
Place: _____
