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Noida – 201301, U.P.
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Limited Tender No. L10/7167/L18 Dated 19.02.2018

This tender for “**Operation and Maintenance service for 30KWp Rooftop Solar plant** at OIL’s premises at OIL House, Sector–16A, NOIDA has been issued to the parties:

S.no	Name of Party	Address
1	Sterling and Wilson Pvt. Ltd.	Sterling & Wilson Pvt. Ltd. Universal Majestic, 9th Floor P.L. Lokhande Marg, Chembur (W) Mumbai -400043
2	Ujaas Energy Limited	M/s Ujaas Energy Limited Survey No. 211/1 Opp. Sector – C & METALMAN Sanwer Road Industrial Area, Indore – 452015
3	Florance Energy Solutions Pvt Ltd.	Florance Energy Solutions Pvt Ltd. 243, Sector-14, Gurgaon -122001

However, any other party interested to participate in the tender may apply on or before 12.03.2018 till 5.15 PM to General Manager (Contracts), Business Development Department , Oil India Limited, Plot No. 19, Sector-16A, NOIDA –201301(U.P). Such interested party may be allowed to participate in the tender subject to receipt of their application with following details within above timeline:

1. Name & Address
2. Details of business involved
3. E-mail ID
4. GSTN details

COVERING NOTE

Enquiry No.	L10/7167/L18
Date	19.02.2018
Bid Closing Date	20.03.2018
Bid Closing Time	14 : 30 Hrs.(IST)
Bid Opening Date	20.03.2018
Bid Opening Time	15 :00 Hrs. (IST)
Bid Security	Not Applicable
Performance Security	7.5 % of the total Contract Value (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)

Dear Sir,

Oil India Limited (OIL), a Govt. of India Enterprise, invites sealed quotations from you under **Single Stage Composite Bid System** for providing “**Operation and Maintenance service for 30KWp Rooftop Solar plant at OIL’s premises at OIL House, Sector-16A, NOIDA** “. The bid document for the above services comprises of the following Sections:

- SECTION– I: INSTRUCTIONS TO BIDDERS
- SECTION–II: GENERAL TERMS AND CONDITIONS
- SECTION–III: SPECIAL CONDITIONS OF CONTRACT
- SECTION–IV: SCOPE OF SERVICE
- SECTION–V: BIDDING FORMAT
- SECTION–VI: FORM OF PERFORMANCE BANK GUARANTEE
- SECTION–VII: SAMPLE FORM OF AGREEMENT
- SECTION–VIII: BID REJECTION/BID EVALUATION CRITERIA
- SECTION –IX : PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES)
- PORFORMA I: STATEMENT OF COMPLIENCE

1.0 You are requested to submit your most competitive offer in a sealed envelope super scribing the following details on the right hand top corner :

OIL’s Tender No. _____
 Bid Closing date _____
 Brief description of the job _____
 Bidder’s Name _____

1.1 Bids must be addressed to:
General Manager (Contracts - BD)
Business Development Department
Oil India Limited
Plot No. 19, Sector-16A, NOIDA-201 301

- 1.2** The sealed envelope containing the offer must be delivered at the Office of GM (Contracts) at above address latest by 2.30 PM (IST) on the Bid Closing Date.
- 1.3** Bidders, in their own interest, are advised to drop their bids personally in the Tender Box placed at the Office of GM(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.
- 1.4** In case of unscheduled holiday on the Bid Closing Date, the Bid Closing Date / Time will get extended up to the next working day.
- 1.5** Offers or modifications to offers received after the Bid Closing Time / Date will not be considered. No unsolicited correspondence after submission into cognizance of the Offer will be taken.
- 1.6** Your offer must include :
- i. Tender No. & Date
 - ii. Full description of the works/services offered.
 - iii. Rates as per the format enclosed as SECTION-V
 - iv. Validity of minimum 90 days from the bid closing date.

1.7 All entries in the offer must be made in English. The offered rates must be firm and shall be both in figures and words. Deviations/conditions, discounts if any, should be highlighted. Offer should show the details of any Tax, Duty, etc., if applicable. If taxes are not shown separately, the offer will be considered to be inclusive of all taxes, duties etc.

2.0 Duration of Contract :

Initially for a period of 2(two) years with a provision for extension by another 1(one) year at the same rates, terms and conditions at the sole option of OIL.

3.0 Contact Personnel:

Interested bidders may contact the following person to visit the site at their own expenses to have a realistic assessment of the job.

Mr. Santanu Kumar Saikia
Dy. General Manager(RE) - BD
Oil India Limited
Mobile No.:9971002012

We now look forward to your valuable offer against the tender.

Thanking you,
Yours faithfully,
OIL INDIA LIMITED



(B.D.Borah)
Dy. General Manager (BD)
For General Manager(Contracts - BD)
For Chairman & Managing Director

SECTION – I

INSTRUCTIONS TO BIDDERS

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

A. BIDDING DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bidding Document. This bidding document includes the following:

- (a) A Covering Note highlighting the following points:
 - i) Oil India Limited 's Tender No.
 - ii) Type of Bidding
 - iii) Bid closing date and time.
 - iv) Bid opening date, time and place.
 - v) Bid submission place and opening place
 - vi) Bid opening place
 - vii) The amount of performance guarantee.
 - viii) Contract Period.
- (b) Instructions to Bidders (Section - I)
- (c) General Terms and Conditions (Section - II)
- (d) Special Conditions of Contract (Section - III)
- (e) Scope of Service (Section - IV)
- (f) Bidding Format (Section - V)
- (g) The Performance Security Form (Section - VI)
- (i) Sample Form of Agreement (Section - VII)
- (j) Bid Rejection/Bid Evaluation Criteria (Section – VIII)
- (j) Public procurement policy for micro and small enterprises-(Section-IX)
- (l) PORFORMA I: Statement of Compliance

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

3.0 AMENDMENT OF BIDDING DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum will be sent in writing or by Fax/E-mail/Courier/Post to all prospective Bidders to whom Company had issued the bid documents. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

B. PREPARATION OF BIDS:

4.0 LANGUAGE OF BIDS:

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

5.0 DOCUMENTS COMPRISING THE BID:

- 5.1 The bid submitted by the Bidder must be under Single stage Composite Bid System and shall comprise of technical bid and Priced Bid sealed in a single envelope. Bid comprises of following components:

- (i) Documentary evidence as per Section- VIII.
- (ii) Statement of compliance as per **Proforma-I**, enclosed.
- (iii) Price bid as per the bidding format provided in Section – V.

6.0 BID PRICE:

- 6.1 Prices should be quoted as per the bidding format provided in Section – V.
- 6.2 Rates quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account.
- 6.3 All duties and taxes, corporate income taxes, service taxes and other levies payable by the Contractor under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. Evaluation and comparison of bids shall be made accordingly. For example, personal taxes and/or any corporate taxes arising out of the profits on the contract as per rules of the country shall be borne by the bidder.

7.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

- 7.1 These are listed in in Section – VIII.

8.0 PERIOD OF VALIDITY OF BIDS:

- 8.1 Bids shall remain valid for 90 days from the bid closing date prescribed by the Company.
- 8.2 In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (or by Fax or E-mail). A Bidder may refuse the request. A Bidder granting the request will neither be required nor permitted to modify their bid.
- 8.3 The bid should contain no interlineations, correcting fluid erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such correction shall be initialed by the person(s) signing the bid. Any bid not meeting this requirement shall be liable for rejection.

C. SUBMISSION OF BIDS:

9.0 SEALING AND MARKING OF BIDS:

- 9.1 All the conditions of the contract to be made with the successful bidder are given in various Sections of this document. Bidders are requested to state their compliance/noncompliance to each clause as per **PROFORMA – I**, enclosed.
- 9.2 Bids (Technical & Price bids) have to be sealed as per the instructions given in Point No. 5.0 above.
- 9.3 Timely delivery of the bids is the responsibility of the Bidders. Bidders should submit their bid before the scheduled bid closing Date and Time of the tender.
- 9.4 Fax/E-mail/ Telephonic offers will not be accepted.
- 9.5 Bid should be properly signed by competent authority of the bidder.
- 9.6 **Bid should be submitted in duplicate.**
- 10.0 DEADLINE FOR SUBMISSION OF BIDS :
- 10.1 **No bid can be submitted after the submission dead line is reached. Bids are to be submitted before the Bid Closing Date and Time mentioned in the Covering Note.**
- 11.0 MODIFICATION AND WITHDRAWAL OF BIDS :
- 11.1 The Bidder, after submission of bid, may modify or withdraw its bid by written notice prior to bid closing.
- 11.2 No bid can be modified 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 specified by the Bidder on the Bidding Format. Withdrawal of a bid during this interval shall result in the debarment of Bidder from participating in future tenders for a period of minimum 01(one) year and maximum 03(three) years.
- 12.0 BID OPENING AND EVALUATION
- 12.1 Company will open the Bids, including submission(s) made pursuant to para 11.0, in the presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Covering Note. However, the Bidder's representative must produce an authorization letter from the bidder at the time of opening of tenders. Unless this letter is presented, the representative will not be allowed to attend the opening of tenders. Only one representative against each bid will be allowed to attend.
- 12.2 Bid (if any) for which an acceptable notice of withdrawal has been received pursuant to Para 11.0 shall not be opened. On opening the remaining bids Company will examine them to determine whether the same are complete, requisite Bid Securities have been furnished if any, documents have been properly signed and the bids are generally in order.
- 12.3 At bid opening, Company will announce the Bidders' names, written notifications of bid modifications or withdrawal, if any, furnishing of requisite Bid Security, if any and such other details as the Company may consider appropriate.

- 12.4 Company shall prepare, for its own records, minutes of bid opening including the information disclosed to those present in accordance with the sub-Para 12.2.
- 12.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidder for clarifications of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 12.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. 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. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 12.7 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.
- 12.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 12.9 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.
- 13.0 EVALUATION AND COMPARISON OF BIDS :
- 13.1 The Company will evaluate and compare the bids as per Section- VIII of the tender document.
- 13.2 The Company will examine the bids to determine whether they are complete, any computational errors have been made, required sureties have been furnished, the documents have been properly signed, and the bids are generally in order.
- 13.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.
- 14.0 CONTACTING THE COMPANY :
- 14.1 Except as otherwise provided in para 12.0 above, no Bidder shall contact Company on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded except as required by Company vide para 12.5.
- 14.2 An effort by a Bidder to influence the Company in the Company's bid evaluation, bid comparison or Contract award decisions may result in rejection of their bid.

D. AWARD OF CONTRACT

15.0 AWARD CRITERIA:

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

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

16.1 Company reserves the right to accept any bid and to reject any or all bids.

17.0 NOTIFICATION OF AWARD:

17.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful Bidder(s) in writing by registered letter / courier or by fax (to be confirmed in writing by registered / courier letter) that his bid has been accepted.

17.2 The notification of award will constitute the formation of the Contract.

18.0 SIGNING OF CONTRACT:

18.1 At the same time as the Company notifies the successful Bidder(s) that his Bid has been accepted, the Company will either invite the bidder(s) for signing of the agreement or send the Contract Form provided in the bidding document. The form will be accompanied by the General & Special Conditions of Contract, scope of works, schedules of rates and all other relevant documents.

18.2 Within 15 days of receipt of the final contract document, the successful Bidder shall sign and date the contract and return the same to the Company.

19.0 PERFORMANCE SECURITY:

19.1 Within 15 days of receipt of notification of award from the Company, the successful Bidder shall furnish the performance security for an amount specified in the Covering Note in the Performance Security Form (form of Bank Guarantee in the format) as provided in the Bidding Document or in any other form acceptable to the Company (demand draft) from a Bank located in India. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

19.2 The performance security specified above must be valid for ninety (90) days beyond the expiry date of the contract to cover any obligation and to lodge claim, if any. The same will be discharged by Company after the validity period of the performance security. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover the contract value for the extended period and also to extend the validity of the performance security accordingly.

19.3 Failure of the successful bidder to comply with the requirements of Para 18.1 to 19.1 above shall constitute sufficient grounds for annulment of the award and debarment from participation in future tenders as per Company's policy. In such an event, the Company may award the contract to the next evaluated Bidder or call for new bid or negotiate with the next lowest bidder as the case may be.

20.0 FURNISHING FRAUDULENT INFORMATION/DOCUMENT:

If it is found at any time that, a Bidder / Contractor has / had furnished fraudulent documents / information, the Bid Security / Performance Security shall be forfeited (wherever applicable) and the bidder / the party/the contractor shall be debarred for a period as per Company's policy from the date of detection of such fraudulent act, besides legal action.

(END OF SECTION – I)

SECTION –II

GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

Following terms and expressions shall have the meaning hereby assigned to them unless the context otherwise requires:

- 1.1 'Contract' means the terms and conditions contained in the document entitled **““Operation and Maintenance service for 30KWp Rooftop Solar plant at OIL’s premises at OIL House, Sector–16A, NOIDA”** and the attached exhibits. In the event of any conflict between the text of the contract and the exhibits, the text of the Contract shall have precedence over the exhibits.
- 1.2 'Contractor' means the individual or firm or body incorporated performing the work under this contract.
- 1.3 'Company' means OIL INDIA LIMITED (OIL) and its executors, successors, administrators and assignees.
- 1.4 The 'Work' means each and every activities required for the successful performance of the services described under this contract.
- 1.5 Here 'Operating Area' means **OIL House, Sector – 16A, NOIDA .**
- 1.6 'Site' means the land and other places, on, under, in or through which the works are to be executed by the Contractor and any other land and places provided by the Company for working space or any other purpose as designated hereinafter as forming part of the Site.
- 1.7 'Contract Price' means the price payable to the Contractor under the contract for the full and proper performance of its contractual obligations.
- 1.8 'Company's Items' means the equipment, materials and services which are to be provided by Company/Contractor at the expense of Company.
- 1.9 'Contractor's Items" means the equipment, materials and services which are to be provided by Contractor/Company at the expense of the Contractor.
- 1.10 'Commencement Date' means the date on which the Contractor starts work as per the scope of work of the Contract.
- 1.11 'Contractor's personnel' means the personnel as required to be provided by Contractor from time to time for execution of this contract.
- 1.12 'Company Representative' means the person or persons appointed and approved in writing from time to time by the Company to act on its behalf for overall co-ordination.

2.0 DURATION OF CONTRACT:

Initially for a period of 2 (two) years with a provision to extend it for another 1 (one) year at the same rates, terms and conditions at the sole discretion of OIL.

3.0 CONTRACTOR'S PERSONNEL:

- 3.1 Contractor's Personnel - Contractor warrants that it shall provide all manpower for the necessary operations, supervision and execution of all works under this Contract to Company's satisfaction. The personnel to be deployed by the Contractor must be competent and sufficiently experienced to perform the works correctly and efficiently except where otherwise stated.
- 3.2 Except as otherwise hereinafter provided, the selection, replacement and remuneration of Contractor's personnel shall be determined by Contractor. Such employees shall be the employees solely of Contractor. Contractor shall ensure that its personnel will be competent and efficient.
- 3.3 Replacement of Contractor's Personnel- Contractor will immediately remove and replace any of the Contractor's personnel, who in the opinion of Company, is incompetent, or negligent or of unacceptable behaviour or whose employment is otherwise considered by Company to be undesirable.
- 4.0 GENERAL OBLIGATIONS OF CONTRACTOR:
- 4.1 It is expressly understood that Contractor is an independent entity and that neither it nor its employees and its sub-contractors, if any are employees or agents of Company. Company is authorised to designate its representative, who shall at all time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed hereunder by Contractor. The Contractor may treat Company's representative for the time being at site as being in-charge of all Company's and Company designated personnel at site. The Company's representative may, amongst other duties, observe, test, check the work performed by Contractor.
- 4.2 Compliance with Company's Instructions: - Contractor shall comply with all instructions of Company consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- 4.3 Contractor shall perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for successful and timely execution of the work.
- 4.4 Contractor shall be deemed to have satisfied itself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.
- 4.5 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of contractor's obligations under the contract.
- 5.0 GENERAL OBLIGATIONS OF COMPANY:
- 5.1 Company shall, in accordance with and subject to the terms and conditions of the Contract, pay Contractor for its full and proper performance of obligations as per provision of this contract.
- 5.2 Allow Contractor and its employees to access, subject to normal security and safety procedures, to all areas of Company as required for orderly performance of the work.

6.0 PAYMENT TERMS:

Payment will be made on quarterly basis after completion of the job and within 30 days from receipt of undisputed bills after adjusting deductions, if any (Also refer to Section-IV).

OIL shall make the payments as per stipulation in the tender through Electronic Transfer only. All Bank charges of bidder's Bankers shall be to their account.

7.0 LIQUIDATED DAMAGES:

The Contractor shall mobilize their personnel, equipment etc. within the specified time for commencement of services as mentioned in the notice of award of contract. In the event of the Contractor's default in timely commencement 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 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.

7.0 Blank

8.0 INDIRECT TAXES / GST & DIRECT TAXES

8.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

For the purposes of levy and imposition of GST, the expressions shall have the following meanings:

(a) GST - means any tax imposed on the supply of goods and/or services under GST Law.

(b) Cess – means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017.

(c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.

8.2 Bidders are required to provide separately the rate and amount of GST and Cess, if any. In case, the quoted information related to various taxes subsequently proves wrong, incorrect or misleading, OIL will have no liability to reimburse the difference in the GST/ Cess, if the finally assessed amount is on the higher side and OIL will have right to recover the difference in case the rate of duty/ taxes finally assessed is on the lower side. Further, for the purpose of this contract, it is agreed between the parties that if Goods and Services Tax introduced during the tenure of this contract / agreement then the bidders have to clearly show the amount of GST separately in the Tax Invoices. Further, it is the responsibility of

the bidders to make all possible efforts to make their accounting /IT system GST compliant in order to ensure availability of Input Tax Credit (ITC) to Oil India Ltd.

- 8.3 Offers without giving any of the details of the taxes as specified above will be considered as inclusive of all taxes including GST. When a bidder mentions taxes as extra without specifying the rates or amount, the offer will be loaded with maximum value towards taxes received against the tender for comparison purposes. If the bidder emerges as lowest bidder after such loading, in the event of order on that bidder, taxes mentioned by OIL on the Purchase Order will be binding on the bidder.
- 8.4 Bidders are required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in the provision relating to Anti-Profiteering Measure vide Section 171 of the CGST Act, 2017. Accordingly, for supplies made under GST, the bidders should confirm that benefit of lower costs has been passed on to OIL by way of lower prices/taxes and also provide details of the same as applicable. OIL reserves the right to examine such details about costs of inputs/input services of the bidders to ensure that the intended benefits of GST have been passed on to OIL.
- 8.5 Bidders agree to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and / or services covered in the instant contract like raising of and /or acceptance or rejection of credit notes / debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by OIL in the customized format shared by OIL in order to enable OIL to update its database etc. that may be necessary to match the invoices on GSTN common portal and enable OIL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 8.6 In case Input Tax Credit of GST is denied or demand is recovered from OIL by the Central / State Authorities on account of any non-compliance by bidders, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify OIL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. OIL, at its discretion, may also withhold / recover such disputed amount from the pending payments of the bidders.
- 8.7 GST liability, if any on account of supply of free samples against any tender shall be to bidder's account.
- 8.8 Nothing in this contract shall relieve the Contractor from its responsibility to pay any tax / duty that may be levied on profits made by him in respect of the contract. The Contractor shall comply with Indian Income Tax Acts, Rules and Labour Laws framed by Central or State Government from time to time with respect to supply of manpower / sub-contractor or other contracts awarded to other parties.
- 8.9 Tax levied as per the provisions of tax rules on income derived under this contract will be to Contractor's account.
- 8.10 Taxes will be deducted at source from all payments released to the Contractor, at specified rates of income tax as per provisions of Indian Tax Act.

- 8.11 Contractor shall be responsible for and pay the personal taxes, if any, for all the personnel deployed.
- 8.12 The Contractor shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them. Contractor shall be responsible for preparing and filing relevant returns within the stipulated period as per the provisions of the Indian Income tax Act. Company will not assume any responsibility whatsoever towards consequences of non-compliance to above.
- 8.13 The Contractor will arrange tax audit by competent audit firm as per the provision of Indian Tax Laws and submit a copy of the tax audit report to the Company, if and when asked.
- 8.14 Prior to start of operation under this contract, the Contractor shall furnish the Company all necessary documents, as asked for.
- 8.15 Corporate and personnel taxes on Contractor and their sub-contractor shall be the liabilities of the Contractor and Company shall not be responsible on this account.

9.0 SUBSEQUENTLY ENACTED LAWS:

Subsequent to the date of issue of letter of intent / award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Contractor on account of the operation under the Contract, the Company/Contractor shall reimburse/pay Contractor/Company for such additional /reduced costs actually incurred.

10.0 USE OF COMPANY'S EQUIPMENT:

- 10.1 Contractor shall assume the risk of and shall be solely responsible for damage to and loss or destruction of materials and equipment or supplies furnished by Company. In case there is a loss or damage to the company's equipment for causes attributable to contractor, the contractor shall compensate the company.

11.0 WAIVERS AND AMENDMENTS:

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

12.0 CONFIDENTIALITY:

- 12.1 Contractor agrees to be bound by professional secrecy and undertakes to keep confidential any information obtained during the conduct of services and to take all reasonable steps to ensure that Contractor's personnel likewise keep such information confidential.
- 12.2 This obligation shall be kept in force even after the termination date and until such information will be disclosed by Company.

13.0 NOTICES:

- 13.1 Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E-mail and confirmed in writing to the applicable address specified below :

COMPANY

OIL INDIA LIMITED
PLOT NO. 19, SECTOR-16A,
NOIDA – 201 301
UTTAR PRADESH
Fax No. 0120-2488327
E-MAIL:

CONTRACTOR

- 13.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

14.0 HEADINGS:

The headings of the clauses of the Contract are for convenience only and shall not be used to interpret the provisions hereof.

15.0 ASSIGNMENT AND SUB – LETTING :

The whole of the work included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer , assign or sublet the Contract or any part or share thereof / interest therein without the written consent of Oil India Limited . No undertaking shall relieve the Contractor from the full and entire responsibility.

16.0 FORCE MAJEURE :

- 16.1 In the event of either Party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the Party affected by such 'Force Majeure' will stand suspended as provided herein. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Party) 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.
- 16.2 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.
- 16.3 Should 'Force Majeure' condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence, the either Party will have the right to terminate the contract with prior written notice if such 'Force Majeure' condition continues beyond consecutive ten (10) days. Should either Party decide not to terminate the contract even under such condition, no payment would apply during the force majeure period unless otherwise agreed to.

17.0 SET OFF:

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 the

Company and set off against any claim of the Company (or such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor/ with the Company (Or such other person or persons contracting through the Company).

18.0 ARBITRATION :

In the event of any disagreement, dispute arising out of execution of the Contract which cannot be settle in an amicable manner between the successful bidder and Oil India Limited the matter shall be referred to Arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Collection Act. 1996 of India as amended up – to – date or any statutory modification or re – enactment thereof for the time being in force. The venue of the Arbitration shall be Delhi / NOIDA.

(END OF SECTION - II)

SECTION –III

SPECIAL CONDITIONS OF CONTRACT

Oil India Limited intends to enter into a contract for “**Operation and Maintenance service for 30KWp Rooftop Solar plant at OIL’s premises at OIL House, Sector–16A, NOIDA “.** Some special terms and conditions of the Contract will be as under:

- 1.0 All the work shall be carried out in the best manner and wherever specifications for any item are not given, the relevant Bureau of Indian Standard Specifications shall be applicable.
- 2.0 The Contractor shall make his own arrangement for security of all his men / materials brought to site. OIL will not take any responsibility in respect of Contractor’s men / Materials.

3.0 TERMINATION OF THE CONTRACT :

The Company (OIL) reserves the right to terminate the contract any time with 30 days written notice without assigning any reasons whatsoever. The contractor will however be paid for the period of services rendered before termination.

- 4.0 The Contractor hereby undertakes to indemnify the Company against all claims which may arise under the noted Act :

- i) Contract Labour Regulation & Abolition Act, 1970 and the rules framed there under
- ii) The Workman Compensation Act.
- iii) Payment of Wages Act.
- iv) Minimum Wages Act.
- v) Payment of Bonus Act, 1965
- vi) Family Pension Scheme
- vii) Inter – State Migrant Workmen (Regulation of Employment and Conditions of Services) Act, 1979 or any other Act(s) or Statutes not herein above specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work (Contract). 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 the Contract labour shall be borne by the Contractor.

- 5.0 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, in force from time to time and obtain necessary permits / licenses etc. from appropriate authorities for conducting operations under the Contract . Contractor will be solely responsible for any lapse(s) against the same.
- 6.0 The Contractor employing more that 20 (twenty) workmen on any day of the preceding 12 months shall be required to obtain requisite license at his cost from the appropriate Licencing Officer before undertaking any Contract work. The Contractor shall also observe the rules and regulations framed under the Contract Labour (Regulations & Abolition) Act.

- 7.0 The Company, for any reason whatsoever and of which the Company shall be the sole judge, may terminate the Contract with one month notice in writing to the Contractor and in the event of Company's so doing the clause 4.0 hereof shall prevail and the accounts between the parties will be in accordance therewith finalized.
- 8.0 The Contractor will not be allowed to construct any structure (for storage / housing purpose) with thatch, bamboo or any other inflammable materials within the OIL's premises or other fenced area of the Company.
- 9.0 The Contractor shall ensure that all men engaged by him are provided with appropriate protective clothing and safety wear in accordance with appropriate Governmental regulations. The Company's representative shall not allow / accept those men who are not provided with the same.
- 10.0 In order to promote, safeguard and facilitate the general, operational economic interest of the Company, during the continuance of this agreement the contractor hereby agrees and under takes not to take any direct or indirect interest and / or support, assist maintain or help any person or persons engaged in antisocial activities, demonstrations , riots or in any agitation prejudicial to the Company's interest and any such event taking shape or form at any place of the Company's work and its neighborhoods.
- 11.0 In case of any doubt or dispute as to the interpretation of any Clause herein contained the decision of the Company's authorized personnel shall be final and binding on the Contractor.
- 12.0 **LIABILITY**
- 12.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or subcontractors 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 his Contractors or subcontractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agents, nominees, assignees, Contractors and subcontractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting therefrom.
- 12.2 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 subcontractors 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.
- 12.3 The Contractor hereby agrees to waive its right to recourse and further agrees to cause his underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for loss or damage to the equipment of the Contractor and/or its subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

- 12.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the contractor and of its contractors, subcontractors and / or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.
- 12.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, contractors or subcontractors 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 his contractors or subcontractors, 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 subcontractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss of damage and any suit, claim or expense resulting therefrom.
- 12.6 Neither Contractor nor its servants, agents, nominees, assignees, contractors, subcontractors shall have any liability or responsibility whatsoever to whomsoever or injury to, illness, or death of any employee of the Company and/or of its contractors or subcontractors 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 subcontractors Company shall protect, defend indemnify and hold harmless contractor from and against such liabilities and any suit, claim or expense resulting therefrom.
- 12.7 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 subcontractors for loss or damage to the equipment of Company and/or its contractors or subcontractors when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.
- 12.8 The Company hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against contractor and / or its underwriters, servant, agents, nominees, assignees, contractors and subcontractors for injury to, illness or death of any employee of the Company and of its contractors, subcontractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract.

13.0 CONSEQUENTIAL DAMAGE

- 13.1 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 of 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.

14.0 WITH-HOLDING

- 14.1 Company may with-hold or nullify the whole or any part of the amount due to Contractor on account of subsequently discovered evidence in order to protect Company from loss on account of :

- (a) For non-completion of jobs assigned as per the Contract.
- (b) Contractor's indebtedness arising out of execution of this contract.
- (c) Defective work not remedied by Contractor.
- (d) Claims by sub-contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- (e) Failure of Contractor to pay or provide for the payment of salaries / wages, contributions, unemployment, compensation, taxes or enforced savings withheld from wages etc.
- (f) Damage to another Contractor of Company.
- (g) All claims against Contractor for damages and injuries, and / or for non-payment of bills etc.
- (h) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.
- (i) With-holding will also be effected on account of the following :
 - 1) Garnishee order issued by a Court of Law in India.
 - 2) Income-tax deductible at source according to law prevalent from time to time in the country.
 - 3) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws .

14.2 When all the above grounds for with-holding payments shall be removed, payment shall thereafter be made for amounts so with-held.

14.3 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor which is directly / indirectly due to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract.

15.0 MISCELLANEOUS PROVISIONS

15.1 Contractor shall give all notices and pay all fees required to be given or paid for by any National or State statute, ordinance, or other law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the performance of the services and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

15.2 Contractor shall confirm in all respect with provisions of any such statute, ordinance or law as aforesaid and the regulations or bye-laws of any local or other duly constituted authority which may be applicable to the services and with such rules and regulations of public bodies and Companies as aforesaid and shall keep

Company indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye-law.

- 16.0 The contractor shall abide by all the rules/ regulations/ status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities/ Govt. or any other law regulating bodies.
- 17.0 Any material brought without prior approval shall be at the risk and cost of the Contractor. If Contractor brings defective/sub-standard material at site, it shall be the responsibility of the Contractor for removal and disposal of the same at his own cost. OIL shall not entertain any claim from the contractor on this account. In case contractor fails to remove such materials within 15 days after issue of notice in writing to the Contractor, OIL reserves the right to dispose off such materials at the entire risk and cost of the Contractor.
- 18.0 The contractor will maintain an instruction book at site, serially numbered having one original and two copies of each page, so that our visiting officers can issue instructions regarding progress and quality of work to the Contractor. The Contractor or the contractor representative will sign in the instruction book in token of receipt of and understanding of such instructions. The original copy of the instruction page shall be sent to the concerned officer- in-charge. Second copy will be retained by the issuing person and the third copy shall be retained by the Contractor.

(END OF SECTION – III)

SECTION – IV
SCOPE OF SERVICE

1.0 SCOPE OF WORK (OPERATION & MAINTENANCE)

1.1 OPERATION SCOPE

Company intends to entrust the operation and maintenance (O&M) of the 30 KW solar plant on comprehensive basis to the Contractor on turnkey for 2 (two) years with the following broad scope

- Deployment of Engineering and supporting personnel and regulation of their Duties.
- Successful running of the Solar Power Plant for optimum energy generation.
- Monitoring controlling, troubleshooting maintaining of records, registers etc.
- Supply & use of consumables throughout the maintenance period as per recommendations of the equipment manufacturers.
- Conducting periodical checking, testing, over hauling and preventive action.
- Daily General up keeping including cleaning of all equipment, amenities, Solar PV module area etc.
- Submission of periodical reports to Oil India Ltd on the energy generation & Operating conditions of the solar plant.
- To maintain at the facility accurate and up-to-date operating logs, records and monthly reports regarding Operation & Maintenance of the facility.
- To maintain and up-keep the entire Solar Plant in workable conditions

1.2 REPORTS OF OPERATION AND PERFORMANCE MONITORING:

A daily report comprising energy generation, breakdowns, generation hours etc. shall be sent through e-mail to OIL.

Monthly performance report of plant on the following parameters shall be prepared and submitted to Company on 10th of succeeding month.

- a. Daily generation data
- b. Details of preventive maintenance activities carried out during the month
- c. Breakdown details along with remedial actions taken
- d. Break up of down times – Technical & Non-Technical
- e. Error trend
- f. Component failure details

Annual report of Solar plant will also be prepared on above points shall be submitted in the month of April every year.

OIL at its discretion may get the performance checked from an independent technical consultant.

1.3 MAINTENANCE:

The O&M Contract shall include the following major maintenance activities:

1.3.1 Day to Day Maintenance:

- a. Provide all operations and maintenance services necessary and advisable to operate and maintain the plant efficiently, including all associated mechanical and electrical equipment.
- b. The Day to Day maintenance shall include regular washing and cleaning of solar panels, checking and tightening of all electrical and mechanical connections and joints, supply of consumables etc.
- c. The Contractor shall arrange for necessary Tools and Tackles required for carrying out the maintenance
- d. Cost of all the above items shall be included the price quoted for O&M Contract

1.3.2 Preventive / Break Down Maintenance:

- a. The Contractor shall submit regular preventive maintenance schedule according to the recommendation of the Original Equipment Manufacturer (OEM) or prevailing Industry practice at the beginning of the year.
- b. Perform the preventive maintenance and overhauling required for the plant as per schedule.
- c. The Contractor shall arrange for necessary Tools and Tackles required for carrying out the maintenance
- d. The Contractor shall arrange the supply of spares, if required, for Preventive / Break Down Maintenance with prior approval from OIL. The cost for repair / replacement / refurbishment shall be borne by OIL on actuals.
- e. In case equipment like String Inverter, PV module etc. is needed to be replaced, the Contractor shall ensure that the replacement item is procured from the same manufacturer with similar specifications. In case the manufacturer/ items are not available, the operator shall ensure that the replacement item is of similar specification to the original equipment.
- f. Regular checks of the inverter & modules shall be carried out as a part of routine preventive maintenance. In order to meet the maintenance requirements stock of consumables is to be maintained as well as various spares as recommended by the manufacturer.
- g. The contractor shall follow the Standard Operating procedure (SOP) and ensure availability and use of adequate safety equipment during operation and maintenance.
- h. Contractor shall provide adequate Personal Protective Equipment (PPE) to the personnel deployed while performing the O&M activities.

The Contractor shall immediately report accidents, if any, to the Engineer In charge & to all the concerned authorities as per prevailing law of the State showing the circumstances under which it happened and the extent of damage and / or injury caused. O&M Contractor would be solely & fully responsible / liable to pay for any losses/damages/claims, etc. and Company will be fully indemnified for such losses / claims.

The Contractor shall ensure that all applicable laws of the land including environmental protection, pollution, sanitary, employment and safety laws, ("Government Rules") shall be complied while performing all of the above operation & maintenance activities.

2.0 QUALITY SPARES & CONSUMABLES

In order to ensure longevity safety of the core equipment and optimum Performance of the system the Contractor should use only genuine spares of high quality standards as recommended by manufacturers (OEM).

3.0 TOOLS AND TACKLES

The Contractor shall arrange for all the necessary tools and tackles including crane for carrying out all the maintenance work covered under this contract.

4.0 BATTERY LIMIT

The battery limit for bidder during the period of O&M contract shall cover complete solar energy plant and power evacuation system up to the point of interconnection with OIL system.

5.0 PRUDENT UTILITY PRACTICE

Contractor shall use all reasonable and practical efforts:

- To maximize plant capacity utilization.
- To minimize plant downtime.
- Optimize useful life of all the equipment of the solar energy project.

6.0 The Contractor shall perform the following obligations prior to taking over of the O&M activity:

- Prepare in consultation with the Owner, the initial Annual Operating Plan.
- Develop and implement plans and procedures including those for firefighting, maintenance planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security; and such other facilities and systems as may be necessary to commence Operator's ongoing responsibilities.

7.0 PERSONNEL

The Successful bidder shall deploy adequately qualified and experienced personnel for operation & maintenance of the solar power plant. The Successful bidder shall ensure that such personnel remain on duty from 8:00 AM to 5 PM at the plant and available during emergencies, during the O&M period.

The successful bidder shall furnish the name(s) employee(s) with qualification to OIL.

8.0 SUBMISSION OF DAILY & MONTHLY GENERATION DATA STATEMENT

A daily report comprising energy generation, breakdowns, generation hours, low irradiation hours, plant availability etc. shall be sent through e-mail and /or made available through internet to OIL.

9.0 TAKING OVER AND HANDING OVER OF THE PLANT

9.1 TAKING OVER:

After Award of contract the operator shall make a list of the items received from OIL related to the 30 KWp Solar Power Plant and formally take over the Operation and Maintenance of the plant.

9.2 HANDING OVER:

In the beginning of last year of expiry of term & extension of term as the case may be, the Contractor shall hand over the plant to the Company in operationally fit and running condition the associated major & critical equipment to ensure that plant is operational and in good running condition in accordance with the norms of original equipment manufacturer. While handing over the plant, the Contractor shall hand over all the logs, technical documents, literature, and instruction manuals, lists of spare parts, necessary tools & tackles etc. The Contractor will also hand over all the relevant record/documents related with the 30KWp Solar plant.

10.0 PAYMENT

Payment claim shall be on quarterly basis at the end of each quarter. The Contractor shall submit bills in respect of the quarter ended in quadruplicate after the end of each quarter for the payment . Quarterly payment will be released on production of the following documents:

- Submission of copy of daily log book.
- Record of major components / sub-systems repaired or replaced during the quarter.
- Record of preventive maintenance carried out by the Contractor during the quarter and preventive maintenance plan for next quarter.
- A certificate for compliance to the existing laws for employment of the manpower, and payments for statutory taxes and duties etc.

The Contractor shall raise bills against O& M charge and supply of spares as mentioned in the special terms & condition and payments shall be released within 30 days against undisputed bills after adjusting liquidated damage etc., if any.

11.0 O&M CHARGES

The Contractor shall be responsible for Comprehensive Operation & Maintenance of the solar power project for a period of five (2) years from the date of LOA. Payment will be made after all statutory deductions as applicable to such type of contracts. The rate quoted shall deem to be inclusive of all salaries and other cost, expenses of employees, cost of consumables for the entire period of 2 years.

12.0 WATER AND POWER: Water and Power shall be provided by OIL as required.

13.0 SAFETY PRECAUTIONS:

- 13.1 The contractor shall carry out the work at various site in such a way that no hindrance or injury is caused to the personal at sites, workshops, stores, buildings, offices, work areas and to the other agencies working in the area, without causing any damage to the existing facilities, equipment, property etc. Any damage so occurred to person/ property of OIL shall be made good by the Contractors at his / their own cost or as directed by the authorized personnel.
- 13.2 The Contractor shall hold full responsibility for safety of his employed personnel while on duty. Company shall not be held responsible for any work accident to any of the Contractor's employed persons. The contractor should arrange for general accident insurance of his personnel.

14.0 SPECIAL CONDITIONS:

- 14.1 The contractor shall abide by all the rules/ regulations/ status imposed by the Govt. or other concerned authorities. The contractor will be responsible for workmen's compensation & other requirements of local Municipalities/ Govt. or any other law regulating bodies.
- 14.3 Any material brought without prior approval shall be at the risk and cost of the Contractor. If Contractor brings defective/sub-standard material at site, it shall be the responsibility of the Contractor for removal and disposal of the same at his own cost. The Company shall not entertain any claim from the contractor on this account. In case contractor fails to remove such materials within 15 days after issue of notice in writing to the Contractor, the Company reserves the right to dispose off such materials at the entire risk and cost of the Contractor.

(END OF SECTION – IV)

SECTION – V

BIDDING FORMAT

Sl. No.	Description of Service	Qty. (A)	Rate per year (Rs.) (B)	Total Price for 2 years (Rs.)
1	Cost of Operation for 30KWp Rooftop Solar plant at OIL's premises at OIL House, Sector-16A, NOIDA	2 years		(AXB)
2	Cost of maintenance for 30KWp Rooftop Solar plant at OIL's premises at OIL House, Sector-16A, NOIDA	2 years		(AXB)
3	Total Price (1+2)			
4	GST		Rate -	
5	Grand Total price (inclusive of all) (3+4)			

- A. All charges including transportation, taxes, duties, statutory levies etc., if any will be on Contractors account. (If taxes are not shown separately, the offer will be considered to be inclusive of all taxes, duties etc.)
- B. Evaluation will be on the basis of “**Grand Total price (inclusive of all) ”.**
- C. In the event of computational error between unit price(Column B above) and total price, unit price (Column B above) shall prevail and adopted for evaluation.

(END OF SECTION – V)

SECTION – VI

FORM OF PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To : (Name of Company _____)
(Address of Company _____)

WHEREAS (Name and address of Contractor) _____
(hereinafter called as "Contractor") had undertaken, in pursuance of Contract No. _____
dated _____ to execute (Name of Contract and Brief description of the work)
_____ (hereinafter called "the Contract"),

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee, NOW HEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of Guarantee) * _____ (in words) _____ such sum being payable in the 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 the Guarantee sum as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract or of the work to be performed there-under or of any of the contract documents which may be made between you and Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee is valid until the date (-----)

SIGNATURE & SEAL OF THE GUARANTOR

Name of Bank

Address

Date

*An amount is to be inserted by the Guarantor, representing the percentage of the Contract price specified in the forwarding letter, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Company.

NOTE : Bidders are NOT required to complete this form while submitting the Bid.

(END OF SECTION-VI)

SECTION – VII

SAMPLE FORM OF AGREEMENT

THIS AGGREEMENT is made on the day of..... 2016, between (Name of Company)_____ of (Mailing address of Company) _____, hereinafter called "the Company", of the one part and (Name of Contractor) _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works)_____ and has, by Letter of acceptance dated (Date of Letter of Acceptance)_____, accepted a Bid by the Contractor for the execution, completion and maintenance of such works.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - a) This form of Agreement,
 - b) The Letter of Acceptance,
 - c) The said Bid and Appendix,
 - d) The Technical Specifications ,if any
 - e) The Priced Bid and Quantities,
 - g) The Schedules of Supplementary Information, if any
 - h) The Special Conditions of Contract and
 - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Agreement on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name_____

On behalf of the Contractor
in the presence of:

(END OF SECTION - VII)

SECTION – VIII

BID REJECTION / BID EVALUATION CRITERIA (BRC/BEC)

1.0. BID REJECTION CRITERIA (BRC):

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.

- 1.1 The bidder should have experience of executing Operation and Maintenance of solar plant (Roof top or Land mounted) for one year in the last five years from the bid closing date. The bidder shall provide documentary evidence in the form of contract document / Purchase Order.”
- 1.2 Bids should be accompanied by adequate documentary evidence of the above mentioned experience .
- 1.3 Bidders must quote their offer in accordance with the format provided in Section - V. Bids received in any other form will be rejected.
- 1.4 Bids with inadequate validity will be rejected.
- 1.5 Any Bid containing a false statement shall be rejected.
- 1.6 Any Bid received by Company after the deadline for submission of Bids prescribed herein will be rejected and returned unopened.
- 1.7 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.
- 1.8 There must be no exception to the following Clauses including sub-clauses, as applicable; otherwise the Bid will be rejected.

- Performance Security Deposit Clause	- Termination Clause
- Tax and duties Clause	- Arbitration Clause
- Force Majeure Clause	- Liability Clause
- 1.9 No deviation or exception will be accepted in the clauses covered under BRC/BEC.
- 1.10 Unsolicited Bids/Offeres will be rejected straight away.

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

2.0 BID EVALUATION CRITERIA (BEC)

- 2.1 Bids will be technically evaluated on the requirements of the tender. The bid should meet the requirements and specifications in the Bid Document.

- 2.2 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.
- 2.3 To ascertain the inter-se-ranking, the comparison of the responsive bids will be made subject to loading for any deviation. Evaluation will be on the basis of “Grand Total price (inclusive of all) ”.
- 2.4 In the event of computational error between unit price and total price, unit price shall prevail and adopted for evaluation.
- 2.5 Similarly, in the event of discrepancy between words and quoted figure, words will prevail.

(END OF SECTION – VIII)

SECTION – IX

PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSES)

Govt. of India under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, has proclaimed the Public Procurement Policy, 2012 with effect from 1st April, 2012 in respect of procurement of goods and services, produced and provided by micro and small enterprises, by its Ministries, Departments and Public Sector Undertakings for promotion and development of Micro and Small Enterprises.

The Public Procurement Policy shall apply to Micro and Small Enterprises registered with:

- (i) District Industries Centers or
- (ii) Khadi and Village Industries Commission or
- (iii) Khadi and Village Industries Board or
- (iv) Coir Board or
- (v) National Small Industries Corporation or
- (vi) Directorate of Handicrafts and Handloom or
- (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises

2.0 Classification of Micro, Small and Medium Enterprises (MSME) for supply of Goods:

In the case of the enterprises engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, as:

- (a) A Micro enterprise, where the investment in plant and machinery does not exceed twenty five lakh rupees.
- (b) A Small enterprise, where the investment in plant and machinery is more than twenty five lakh rupees but does not exceed five crore rupees.
- (c) A Medium enterprise, where the investment in plant and machinery is more than five crore rupees but does not exceed ten crore rupees.

2.1 The MSEs owned by SC/ST entrepreneurs shall mean:

- a) In case of Proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
- c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

3.0 Benefits to Micro and Small Enterprises:

i) Exemption from payment of Tender Fee:

MSEs (and not their dealers/distributors) registered with District Industry Centers 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 are exempted from payment of tender fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish documentary evidence that they are registered for the items they intend to quote against OIL tenders.

ii) Exemption from submission of Earnest Money/Bid Security:

MSEs (and not their dealers/distributors) registered with District Industry Centers 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 are exempted from submission of Bid Security/Earnest Money provided they are registered for the items they intend to quote.

4.0 Documents Required to be submitted by MSEs:

Micro or Small Enterprises (MSE) registered with District Industry Centers 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 shall submit copy of valid Registration Certificate for the items they intend to quote along with the bid. 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.

5.0 Performance Security:

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 however, should note that Performance Security shall be required to be submitted by them for orders/contracts placed by OIL on them.

6.0 Purchase Preference to Micro and Small Enterprises:

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 :

In case participating MSEs quote price within price band of L1+15%, such MSE shall be allowed to supply bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply 100% of tendered value at the L1 price.

A target of 4% out of 100% has been earmarked for procurement from MSEs owned by the SC or ST entrepreneurs. Provided that, in event of failure of such MSEs to participate in tender process or meet tender requirement and L-1 price, 4% earmarked for MSEs owned by SC or ST entrepreneurs shall be met from other MSEs.

In case of more than one such MSE qualifying for 15% purchase preference, the 100% supply shall be shared equally amongst such MSEs. However, in the opinion of OIL if tendered items are non-splitable or non-dividable, OIL reserves the right to place order for supply of 100% quantity to lowest eligible MSE amongst the MSEs qualifying for 15% Purchase preference.

7.0 In case a supplier (other than Micro/Small Enterprise) against an order placed by OIL procures materials from their sub-vendor who is a Micro or Small Enterprise registered with District Industry Centers 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, with prior consent in writing from OIL, the complete details (i.e. name of the subcontractor, value of sub-contacted work, copy of valid MSE registration certificate etc.) of the sub-contractor(s) shall be furnished by the supplier to OIL.

(END OF SECTION - IX)

PROFORMA-I

STATEMENT OF COMPLIANCE

(Only exceptions/deviations to be rendered)

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

(Authorised Signatory)

Name of the bidder_____

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document, the same should be indicated as per above format and submit along with their technical bids. If the proforma is left blank or not submitted, then it would be construed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.